

BILL NO. S-75-12- 01 (as amended)

SPECIAL ORDINANCE NO. S- 275-75

AN ORDINANCE ratifying certain contracts.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The following contracts between the City of Fort Wayne, and/or City Utilities and the unions hereinafter named, ~~except~~ insofar as said contracts require appropriations in the future, which appropriations shall be considered by the Common Council as the need to make them arise, are hereby in all things ratified, confirmed and approved:

1. Office and Professional Employees International Union
Local 325 AFL-CIO

Contract commencing: January 10, 1975
2. International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America

Contract Commencing: December 29, 1974
3. International Brotherhood of Firemen and Oilers
Local 28, AFL-CIO

Contract Commencing: January 9, 1975
4. International Union of Operating Engineers, Local
19, AFL-CIO

Contract Commencing: December 29, 1974
5. International Union of Operating Engineers
Local 19, AFL-CIO

Contract Commencing: January 10, 1975
6. International Union of Operating Engineers
Local 19, AFL-CIO

Contract Commencing: January 1, 1975
7. International Association of Machinists and Aerospace
Workers, Lodges No. 2569, 2570, 2571

Contract Commencing: November 9, 1975

SECTION 2. If any section, clause, sentence, paragraph, part or provision of this Ordinance shall be held invalid by any court, it shall be conclusively presumed that this Ordinance would have been passed by the Common Council without such invalid section, clause, sentence, paragraph, part or provision.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Richard E. Keen *Thomas J. Schmidt*
Councilman

Amendment: except the wage schedule herein provided, and

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12-9-75 Charles W. Winters
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (Lost) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
	<u>6</u>	<u>3</u>			
BURNS		<u>X</u>			
HINGA	<u>X</u>				
HUNTER					
KRAUS		<u>X</u>			
MOSES	<u>X</u>				
NUCKOLS	<u>X</u>				
SCHMIDT, D.		<u>X</u>			
SCHMIDT, V.	<u>X</u>				
STIER	<u>X</u>				
TALARICO	<u>X</u>				

DATE: 12-23-75 Charles W. Winters
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-275-75 on the 23rd day of December, 1975.

ATTEST: (SEAL) James Stiter
Charles W. Winters CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of December, 1975, at the hour of 4:00 o'clock P.M., E.S.T.

Charles W. Winters
CITY CLERK

Approved and signed by me this 26th day of December, 1975, at the hour of 9:00 o'clock A. M., E.S.T.

John A. Hoyer
MAYOR

Bill No. _____

S-75-12-01

as amended

REPORT OF THE COMMITTEE ON Finance

We, your Committee on Finance to whom was referred an Ordinance

ratifying certain contracts

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

DATE 12/23/75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

*Hold until
Dec 23, 1975
1. Send copies of
contracts to all
members
2. check to see if
it's necessary
for us to
ratify
contracts
w/union.*

MEMORANDUM OF ORAL UNDERSTANDING

GENERAL OFFICE

1975 - 1976

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PREAMBLE

MEMORANDUM OF ORAL UNDERSTANDING between the City Utilities of Fort Wayne, Indiana, hereinafter referred to as the UTILITY, and OFFICE & PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION, Local No. 325, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH: Whereas the City of Fort Wayne owns and operates water and sewage utilities and supplies such services to schools, parks, playgrounds, public buildings, and other municipal facilities, as well as to its regular customers, and

WHEREAS: The nature of these services requires continuity of operation,

THEREFORE: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, its employees and the general public, the parties to this Memorandum have agreed together as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 10th day of January, 1975, and shall continue in force and effect through the 25th day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1 of any subsequent year. If amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 29, 1976, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall be in effect from December 29, 1974, through December 25, 1976. Either party may request a wage reopener no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be December 28, 1975, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect

ARTICLE I (Con't)

through December 25, 1976, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

ARTICLE II

Recognition

Section 1. Union Recognition

- (a) The Utility hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining, in respect to rates of pay, wages, hours of employment and other conditions of employment, for its full-time regular and probationary clerical employees working in or out of the General Office in the job classifications listed in Article VIII and in such job classifications which may be created hereafter having a job content primarily of clerical work.
- (b) The Utility agrees not to interfere with the rights of its employees to become members of the Union and shall not, in any manner, discriminate against any employees because of his membership or official position in or lawful activities on behalf of the Union.

Section 2. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel Administrator, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the Utility, losing all seniority rights and other rights and benefits established by this Memorandum.

ARTICLE II (Con't)

- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff

- (a) With proper authorization, including voluntary written wage assignments from employees who are covered by this Memorandum, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and fees and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignments may be revoked by the employee by giving proper written notice to the Utility. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph, the union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

ARTICLE III

Management Rights and Responsibilities

Section 1.

Except as otherwise provided in this Memorandum, the Utility, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper or legitimate reasons. The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

Section 2.

The Union shall be notified prior to the Utility's taking disciplinary action against any employee covered by this Memorandum, except in emergency situations.

ARTICLE IV

Non Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by law.

ARTICLE V

Grievance Procedure

Section 1. Procedure to be followed

The Utility and the Union recognize that, from time to time, grievances, disputes and complaints arise over matters within the purview of this Memorandum. Therefore, whenever the Union or any employee covered by this Memorandum feels that the Utility has acted erroneously or improperly in interpreting and applying any of the provisions of this Memorandum, then the Union or the employee, within thirty calendar days of the Utility's action, may invoke the provisions of this Article V. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step: The aggrieved employee shall present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled in one working day, Saturdays, Sundays and holidays excluded, the grievance shall be moved on to the Second Step within the next two working days. If an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step: The employee and the Union representative shall discuss the grievance with the Head of the Department. If the matter is not satisfactorily settled within two additional working days, then the employee and the Union representative shall prepare and forward to the Third Step within the next five working days a signed statement specifying the grievance, the section or sections of the Memorandum claimed to have been violated and the remedy the Union wishes the Utility to make.

Third Step: The employee and the Union representative shall discuss the grievance with the Personnel Administrator. If a satisfactory adjustment is not reached within five more working days, the grievance shall be forwarded to the Fourth Step within the next ten working days.

Fourth Step: The employee and the Union representative shall discuss the grievance with the Chairman of the Board of Public Works or his designated representative. If a satisfactory adjustment has not been reached after ten more working days, either party shall not have more

ARTICLE V (Con't)

than forty-five (45) calendar days to elect to submit the grievance to arbitration; evidence of this election shall consist of a written notice to that effect given to the other party.

Section 2. Extension of Time Limits

In any of the foregoing steps, the time allowed for discussion adjustment or appeal to the next step may be extended by mutual agreement.

Section 3. Mutual Undertakings

- (a) The Union agrees for its members who are employees of the Utility covered by this agreement that they will individually and collectively perform loyal and efficient work and services, that they will use their influence and best efforts to protect the property of the Utility and its services to the public and that they will cooperate in promoting and advancing the welfare of the Utility's program and the protection of its service to the public at all times.
- (b) The Union further agrees that in no event whatsoever will any of the employees covered by this Memorandum be permitted to cease the continuous performance of their duties in order to coerce the Utility in a dispute.
- (c) The Union agrees that, if any of the employees covered herein do cease work of their own volition, the Utility will be free to replace such employees and obtain competent services to continue its normal operation.
- (d) The Utility agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the departments, but this shall not be interpreted to restrain the Utility from awarding contracts for work covered by this Memorandum when greater efficiency or economy would result. However, no contracting of work will be made for the purpose of discriminating against the Union or any employee.

ARTICLE VI

Arbitration

Section 1.

- (a) Either party shall apply to the Federal Mediation and Conciliation Service for the nomination of a list of five arbitrators. The Utility and the Union shall each, within fourteen (14) calendar days after receiving the list of names, alternately strike one name from the list; the person finally remaining shall be the arbitrator.

ARTICLE VI (Con't)

- (b) The arbitrator shall then hear the evidence and, without unfavorable delay, give his decision with the award or remedy not to exceed that requested in the grievance, which shall be final and binding on both parties.
- (c) The arbitrator shall have no authority to add to, detract from or in any way modify the terms of this agreement, or the wage rates set out in Article VIII.
- (d) The fees and the expense of the Arbitration shall be borne equally by the Utility and the Union.

ARTICLE VII

General Regulations and Working Conditions

Section 1. Work Schedules

- (a) The regular working hours for clerical employees shall be eight hours per day between the hours of 7:00 a.m. and 6:00 p.m., with one hour for lunch, Monday through Friday.
- (b) The established working schedule for clerical employees shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday. The management will discuss any changes with the Union before they are made.
- (c) Two fifteen-minute rest periods with pay for each day worked shall be granted to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period and the second shall be taken after the normal lunch period. These rest periods shall be taken at such times as will minimize the disruption of the work of the office.

Section 2. Inclement Weather

- (a) The Utility and the Union recognize that the completion of each day's meter reading schedule is so important to the maintenance of the continuity of work in the General Office that only the most unusual circumstances should justify the suspension of the meter reading schedule. Hence, the Union recognizes that Meter Readers must accept reasonable discomfort from precipitation, minimums of temperature and maximums of wind velocity and that such discomfort should not justify such suspension.
- (b) The Utility recognizes that there are limits beyond which discomfort is so unreasonable that regular outside work should be suspended or modified. Therefore, whenever the temperature, as measured by a United States Weather Bureau approved thermometer installed at the City Utilities' Light Construction Department is zero degrees Fahrenheit or lower at 7:30 a.m., the departure on their rounds of the

ARTICLE VII (Con't)

Readers will be held up. If the temperature rises above zero between 7:30 a.m. and 8:30 a.m., the Readers will be sent out. If, at 8:30 a.m., the temperature is zero or below, the day's scheduled readings will be cancelled and the Readers assigned to other work. Only the Supervisor of the Meter Reading Department or the Chief Meter Reader shall call and request an accurate temperature reading from the Light Construction Department on questionable days. Department Management will determine whether or not inclement weather conditions present safety hazards sufficient to suspend outdoor meter reading. In this area, the judgment of the Director of Administration shall be final.

- (c) Regardless of the temperature, however, any Reader who wishes to do so may read his schedule on a sub-zero day.

Section 3. Seniority

- (a) The seniority of any employees working for the Utility on July 14, 1955, shall mean length of service with the Utility in work now covered by the bargaining unit.

The seniority of any employee hired subsequent to July 14, 1955, shall be measured from the first day on which he is hired into current employment.

- (b) The seniority privileges of any employee shall terminate under any of the following conditions:

1. When he is laid off for a period of more than one year.
2. When a laid off employee fails to give notice of his intention to return to work within forty-eight hours after the Utility has sent to his last known address a certified letter requesting his return (a copy of such letter will be sent to the Business Agent of the Union).
3. When he gives such notice but fails to return to work within three (3) days after giving notice of intent to return to work, unless unusual circumstances prevent reporting, or unless notice of resignation must be given to a secondary employer, in which cases maximum two weeks from date letter has been sent will apply.
4. When he resigns his employment with the Utility.
5. When he is discharged for a just cause.
6. When he violates the terms of a leave of absence.
7. When he is pensioned by the Utility.

ARTICLE VII (Con't)

8. When an employee is absent more than three (3) days without reporting the absence to the Supervisor unless there are unusual circumstances that prevent reporting.
- (c) Seniority shall continue to accumulate during suspensions for disciplinary reasons.
- (d) The Seniority occupational groups shall be:
 1. Customer Information Service:
 - Customer Relations Clerk I
 - Customer Relations Clerk II
 - Customer Relations Clerk III
 - Credit Clerk I
 - Credit Clerk II
 - Receptionist-Typist
 - Cashier I
 - Cashier II
 - Data Control Clerk I
 - Data Control Clerk II
 - Data Control Clerk III
 - Customer Accounting Clerk
 - Field Customer Service
 - Chief Customer Service Clerk
 2. Data Processing
 - Console Operator I
 - Console Operator II
 - Console Operator III
 - Encoder Operator I
 - Encoder Operator II
 - Data Entry Clerk I
 - Data Entry Clerk II
 - Data Entry Clerk III
 - New Meter Book Clerk
 3. Meter Reading
 - Chief Meter Reader
 - Clerk
 - Meter Reader
 - Senior Meter Reader
 4. Office Service
 - Machine Operator I
 - Machine Operator II
 - General Utility Clerk I
 - General Utility Clerk II
 - Mail Clerk
 - Mail Clerk - Inside & Outside

ARTICLE VII (Con't)

5. General Accounting

Accounting Clerk I

Accounting Clerk II

Accounting Clerk III

- (e) The seniority list shall be kept current by the Utility at all times; and by January 31st of each year, shall submit such list to the Union for a check on its correctness and it shall then be posted on the bulletin board for thirty (30) days.

Section 4. Probationary Employees

A probationary employee shall be paid not less than the minimum wage rate of the lowest classified position covered by this Memorandum. The application of the General Regulations and Working Conditions shall be at the discretion of the Utility.

- (b) An employee shall be deemed a probationary employee for the first three months of his employment.
- (c) The Utility shall have the exclusive right to discharge such probationary employee at any time with or without cause.
- (d) Upon completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and credited with the seniority and service which accumulated during the probationary period and shall be entitled to all rights and privileges of this agreement.
- (e) The Utility shall notify the Union of all new employees promptly of their employment.

Section 5. Temporary Employees

- (a) The Utility shall have the right to hire temporary employees to perform work of a limited duration so long as such hirings do not result in the demotion, replacement or layoff of regular employees nor prevent the filling of vacancies nor keep regular employees from promotional opportunities, except as may be required under Article VII, Section 8.
- (b) A temporary employee shall be paid not less than the minimum wage rate of the lowest classified position covered by this Memorandum. The application of the General Regulations and Working Conditions shall be at the discretion of the Utility.
- (c) If a temporary employee is made a regular employee, he shall be considered, for seniority and length of service purposes only, as a probationary employee from the date he was last employed.

ARTICLE VII (Con't)

- (d) The Utility shall notify the Business Agent whenever a temporary employee is hired for work covered by this Memorandum, stating the purpose for which he is being hired and the approximate period of his employment.

Section 6. Promotions and Bids

- (a) Promotions shall be made by Department Head subject to review and approval by Utility Administration Manager, Personnel Administrator, and Chairman of Board of Public Works or his designated representative, so that the best qualified person is promoted.
- (b) Where fitness, ability, efficiency and other qualifications appear to the Utility as evidenced in its records and experience to be relatively equal, seniority shall govern.
- (c) When an employee leaves a job classification covered by this Memorandum for reasons other than layoff, the Utility within fifteen (15) calendar days shall either notify the Union that the employee shall not be replaced or shall post on its bulletin boards an invitation for bids on the job classification, describing the duties, skills and qualifications and the wage or salary rate to be paid. When an additional position in a job classification covered by this Memorandum is to be filled, a notice shall be similarly posted.
- (d) Each such notice shall be posted for two working days; all bids must be submitted before the end of this posting period. An employee shall submit his bid in triplicate on forms provided by the Utility; he shall keep one copy and deliver the remaining copies to the Utility, which, in turn, shall promptly deliver one to the Union.
- (e) Within one calendar week following the close of the posting period, the Utility shall make its selection from among those bidding and shall post the name of the person selected. However, the Utility will notify the Union of the person selected before the decision is announced.
- (f) If an employee with greater seniority is by-passed in filling any such vacancy, he shall be informed of the reasons therefore. Any employee who makes application for any such vacancy and does not receive the requested transfer shall, upon request, be informed of the reasons therefore. If the Utility judges that there were no qualified bidders, it shall so inform the Business Agent and those who bid for the job.
- (g) In filling any such vacancy, the employee shall be considered in a learning capacity for a period not to exceed ninety (90) days, in a temporary transfer status. The employee shall either be returned to his or her former classification prior to the expiration of the ninety (90) days, or shall receive the permanent classification after the ninety (90) day period.

ARTICLE VII (Con't)

- (h) When a temporary vacancy, such as one created by illness or a leave of absence, or excessive work loads, occurs in a job classification covered by this Memorandum, the Utility shall have the right to fill such vacancy by appointing a temporary incumbent. However, if the regular incumbent is expected to be absent for more than three months, then the vacancy shall be filled as set out in the foregoing paragraphs of this Section 6. All transfers made in accordance with this paragraph shall be provisional only and shall be revoked by the return of the regular incumbent.
- (i) If an employee desires transfer from one department to another in which there is an opening for additional employees, the Utility will consider the individual merit of each request. Decision on the transfer shall be at the Utility's discretion.

Section 7. Layoffs

- (a) When layoffs become necessary the employees with the least seniority within a seniority occupational grouping shall be laid off in reverse order of seniority to the extent that shall be determined by the reduced work available.
- (b) An employee subject to layoff shall displace the least senior employee of lesser seniority in a classification of equal or lower level within his seniority occupational grouping, provided he is qualified to perform the work.
- (c) If no such opportunity exists, the employee shall replace the least senior employee in another occupational group, in a classification of equal or lower level in which the employee has had previous experience and in which he is currently qualified.
- (d) In the event that this is not possible, the employee shall be laid off.
- (e) An employee transferred to another job classification in accordance with the terms of this Section shall receive the minimum of the rate range for the job classification to which transferred unless previous experience entitles such employee to a greater-than-minimum rate within that rate range.
- (f) When adding to the forces, those most recently released within a period of two years on account of curtailment of work shall be the first re-employed, if available and qualified, provided they are physically able to return to work.

Section 8. Technological Job Changes

- (a) The Utility may find it necessary or desirable to make changes in equipment, operations or the organization of work which could result in changing the duties of any job classification. When such revisions

ARTICLE VII (Con't)

are necessary, the Utility shall furnish the Union full information on the impending changes and discuss the changes with the Union.

- (b) Newly created Electronic Data Processing positions falling within the scope of the bargaining unit shall be posted for bid in accordance with Article VII, Section 6, paragraph (c). Such positions generally will be filled on the basis of tests. When an employee taking the test has a grade below the minimum set, he shall be disqualified. When employees' test grades are within a range of 10% from the top score, seniority shall govern.
- (c) An employee displaced from his job classification as a result of such changes or found to be disqualified after having occupied an Electronic Data Processing job may bump into a job on the same or lower salary level provided he is qualified, according to Article VII, Section 7.

Section 9. Retirement

- (a) An employee shall be retired at the end of the month in which he reaches the age of 65. There shall be no extension of time.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employees' Retirement Fund and the Federal Social Security program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

Section 10. Transfers Out of Bargaining Unit

- (a) Any employee transferred, promoted or appointed from a classification within the bargaining unit to a supervisory or other excluded classification shall, upon the expiration of that job or of his tenure in that job, be restored (1) to his former position or (2) if such position has been eliminated, to the highest classification attained prior to holding such eliminated position or (3) all else failing, to any other bargaining unit classification for which his abilities and seniority qualify him. During all such absences, the employee shall continue to accrue seniority and rights in the bargaining unit.
- (b) Any employee holding a supervisory or other position excluded from this Memorandum as of July 1, 1955, having formerly performed work now covered under this Memorandum, shall be entitled to the same

ARTICLE VII (Con't)

privileges with respect to transferring back into the bargaining unit as an employee thereafter so transferred, promoted or appointed.

- (c) In the foregoing situations, any such employee must be able to perform satisfactorily the duties set out on the job description of his former classification of work. If he is unable to do so, he shall have the right to any job in the bargaining unit for which his abilities and seniority qualify him.
- (d) Other employees in the bargaining unit agree to any demotions necessary to make room for such returning employees.

Section 11. Temporary Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter the job at the first step and shall accumulate credit for time spent on the job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

Section 12. Pay to Bargaining Committee

- (a) Each member of the Bargaining Committee, which shall not exceed four in number, shall be compensated at his regular straight time rate for each hour spent in attendance at meetings regularly scheduled with the management during his scheduled hours of employment, provided there shall not be an allowance of more than sixty-four hours in the aggregate each year for time in attendance at meetings during the period of this agreement.

Section 13. Pay to Grievance Committee

- (a) Members of the Grievance Committee, which shall not exceed a total of three in number at any one time, who are required to transact business with the Utility and are required to be absent from their regular job duties shall, upon twenty-four hours application and with the proper permission, be allowed to transact the business without loss of regular pay.

Section 14. Sick and Accident Leave

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at his regular rate of

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pay and one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) a disability, or (b) any other period he is absent from work without pay therefore. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.

- (b) If a regular employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of absence from work, the employee shall be entitled to sick leave allowances, earned in accordance with the foregoing accrual procedure and payable on regular pay days, for the duration of that disability or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.

1. An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit provided employee has not received previous payment for hours not worked according to this paragraph during the eight week period preceding the day on which current illness occurs.

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Utility. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Utility. Any benefits paid this employee under a personally financed insurance policy and any third party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

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- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of the vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) If an employee has been granted a leave of absence of more than thirty calendar days and that employee becomes disabled before the effective day of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee with respect to each disability shall:
 - 1. Be a regular employee.
 - 2. Have sick leave credit when he becomes disabled.
 - 3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
 - 4. Promptly present a physician's certification that he is disabled, if requested by the Utility.
 - 5. Be disabled for more than one of his consecutive scheduled working days.
 - 6. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Utility's medical representatives as, in the Utility's judgment, may be necessary to ascertain his condition.
- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

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- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the Utility.
- (k) Notwithstanding the one-day provisions of paragraph (b) and paragraph (h), subparagraph (5), but otherwise subject to all the terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the employee shall be paid from the first regularly scheduled working day of such absence and his first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.
- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmen's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his receipt of such other payments.
- (m) A salaried employee shall receive his regular pay for sick or personal accident leave, earned as above, from the first day of any such absence, all such days being deducted from his accumulated sick and accident leave.
- (n) WAIVER OF THE ONE-DAY WAITING PERIOD: The Utility shall waive the one-day waiting period for any hourly paid employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability.

Paid sick leave shall be defined as the wages paid to regular hourly paid employees covered in this Memorandum in satisfying the terms of this Section 14; however, payments made for occupational injuries shall be excluded.

Section 15. Leaves of Absence

- (a) A maximum of thirty calendar days leave of absence without pay or any other benefits in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Department Head, provided he can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Administrator. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or his designated representative. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.

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- (b) If the employee remains away more than the approved leave term or accepts employment elsewhere while on such leave without the written consent of the Utility, his employment and rights with the Utility shall be considered terminated.
- (c) Each request for leave shall be considered on an individual basis and shall be granted or refused according to its merit. Any leave taken shall be without pay.
- (d) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave.

Section 16. Bereavement Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, spouse or children, or (2) any other relatives living in the same residence as part of the same household) he shall receive upon request a maximum of three consecutive scheduled work days off, not extending beyond the day following the funeral, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of a brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 17. Jury Leave

- (a) An employee absent from his duties with the Utility because of jury duty shall receive the difference between his base pay and the payment received for the period of jury service upon presentation of proper evidence.
- (b) If an employee is absent from his duties to appear in court as a witness or defendant, under subpoena, he shall be allowed a maximum of one day's leave without loss of pay.

Section 18. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 19. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstance) cause an employee to anticipate

ARTICLE VII (Con't)

being late or absent from work, he shall give notice as far in advance as possible to his Supervisor.

- (b) If he does not have just cause for failing to give notice, then, after due warning and after notice to the Union, he shall be subject to the attendance and work rules.

Section 20. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee, shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.
- (c) For the purposes of this Section, the phrase "continuous service", when applied to any employee who has been continuously in the service of the City Utilities since July 14, 1955, shall be defined as his total service, even if his service prior to July 14, 1955, had been interrupted by periods of being out of the Utilities' employ.
- (d) Vacations generally shall be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance in writing by the Personnel Administrator.
- (e) When a paid holiday occurs during an employee's vacation, the supervisor of his department shall have the option of allowing such employee either an additional day of paid vacation (to be taken at a time mutually agreeable to the supervisor and the employee) or an additional day's pay. The Utility shall notify the employee before his vacation leave begins of its choice of these alternatives.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Section 22.

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- (g) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1 of the current calendar year.
- (h) Any employee may request that he be granted his vacation leave before the necessary service has been completed, with the understanding that in the event he leaves the services of the Utility before such service requirements have been met, he shall have the equivalent of the unaccrued vacation pay deducted from his final pay check.
- (i) Except as provided in paragraph (j) below, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (j) However, if an employee voluntarily terminates his employment no adjustment shall be made for vacation accrued but not taken unless the employee has given the Utility a minimum of two weeks notice.

Section 21. Legal Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, or days celebrated for the foregoing. Holidays falling on Sundays shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.
- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraphs (c) and (f) shall be allowed, as holiday pay, the equivalent of his regular straight time pay for each of the holidays recognized in this Memorandum, whether such holiday falls on his regularly scheduled work day or not.
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If an hourly rated employee works his regularly scheduled hours on a holiday falling on his regularly scheduled work day, he shall receive, in addition to his holiday pay, one and one-half times regular straight time pay for the hours actually worked.

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- (e) All other time worked on holidays by hourly paid employees shall be paid for at double time.
- (f) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.

Section 22. Premium Pay - Overtime

- (a) Except as provided elsewhere, all work performed outside the established working hours by hourly paid employees shall be paid for at one and one-half times the regular rate. Double time shall be paid for work on Sundays. Time worked on holidays shall be paid for as set out in Section 21, "Legal Holidays".
 - (b) As far as is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. However, in the Meter Department, all overtime and night skip readings shall be performed only by Meter Readers who normally read daily on routes.
 - (c) A minimum of three hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time will start when employees report for work.
 - (d) A shift premium of twelve cents (12¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of seventeen cents (17¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.
- In computing overtime pay for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.
- (e) Salaried employees covered by this Memorandum shall in general not be paid overtime. However, when scheduled overtime is authorized in advance by the Personnel Administrator or the Board of Public Works, the salaried employee who performs such work shall be compensated on the basis of his straight time equivalent hourly rate.

Section 23. Insurance Coverage

- (a) Each employee who holds a Group Hospital, Preferred Surgical and Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth the cost of his policy; the Utility shall pay the other three-fourths. Any employee may, however, elect not to participate in this insurance program.

ARTICLE VII (Con't)

- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents per month for each thousand dollars of coverage (maximum: five thousand dollars); the Utility shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional \$1000 Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance plan.
- (c) Each employee who retires under one of the programs cited in paragraph (b), Section 9 of this Article VII and who has at least eight years of continuous service at retirement shall receive a paid-up \$1000 life insurance policy.

Section 24. Alcoholic Beverages

- (a) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

ARTICLE VIII

Wage Schedule

Notice of any action taken by the Utility after the effective date of this Memorandum in the matter of adding, abolishing or rerating positions because of changes of duties or functions shall be promptly given by the Utility to the Union. If the Union feels that any such action by the Utility is erroneous, it shall so notify the Utility in writing within thirty calendar days and such matter may be made a grievance under the provisions of Article V.

The Utility may employ workers in any of the classifications listed in the following schedules at the indicated beginning step rate or at a higher step rate in the event the previous experience and qualifications of such employee entitle him to such higher step rate.

The Utility shall maintain an accurate file on all employees affected while in wage progression by step rates marked by asterisks as provided in Wage Schedule A and shall automatically review each such employee's step-rate as it is due.

GENERAL OFFICE

Schedule A

The schedules of salary and wage rates in effect as of December 29, 1974, for the regular authorized classifications of work are set out below and are expressed in bi-weekly terms for salaried classifications and in hourly terms for others:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>16 thru 21 Months</u>	<u>Over 21 Months</u>
<u>Customer Information Service</u>					
Customer Relations Clerk I	262.00	270.40	279.60 *	290.40 *	290.40 *
Customer Relations Clerk II	281.20	290.40	300.00 *	308.00 *	308.00 *
Customer Relations Clerk III (1)	285.60	290.40	300.00 *	308.00 *	322.40 *
Credit Clerk I	262.00	270.40	279.60 *	290.40 *	290.40 *
Credit Clerk II	281.20	290.40	300.00 *	308.00 *	308.00 *
Receptionist-Typist	240.00	248.00	260.80 *	260.80 *	260.80 *
Cashier I	262.00	270.40	279.60 *	290.40 *	290.40 *
Cashier II	281.20	290.40	300.00 *	308.00 *	308.00 *
Data Control Clerk I	277.20	286.40	296.00 *	304.00 *	304.00 *
Data Control Clerk II	281.60	290.80	299.60 *	308.80 *	318.40 *
Data Control Clerk III	298.00	308.80	318.40 *	330.40 *	341.20 *
Customer Accounting Clerk	241.60	250.00	261.20 *	269.60 *	269.60 *
Field Customer Service	382.80	-	-	-	382.80
Chief Customer Service Clk (2)	328.40	338.40	348.00	359.60	369.20
<u>Data Processing</u>					
Console Operator I	300.80	309.70	318.60	327.50 *	336.40 *
Console Operator II	341.20	351.20	360.80	372.40 *	382.00 *
Console Operator III	404.40	415.20	426.80	438.80 *	452.40 *
Encoder Operator I	285.60	294.80	303.60	312.80 *	322.40 *
Encoder Operator II	300.80	309.70	318.60	327.50 *	336.40 *
Data Entry Clerk I	277.20	286.40	296.00 *	304.00 *	304.00 *
Data Entry Clerk II	281.60	290.80	299.60 *	308.80 *	318.40 *
Data Entry Clerk III	298.00	308.80	318.40 *	330.40 *	341.20 *
New Meter Book Clerk	241.60	250.00	261.20 *	269.60 *	269.60 *
<u>Meter Reading</u>					
Chief Meter Reader	392.80	406.80	421.60	436.00 *	454.00 *
Clerk	277.20	286.40	296.00 *	304.00 *	304.00 *
Meter Reader +					
First 3 months	4.36				
Next 3 months	4.56				
Next 6 months	4.67				
Over 12 months	4.785				
Senior Meter Reader	366.00	377.50	389.00	400.50 *	412.00 *

Schedule A (Con't)

	First 3 Months	4 thru 9 Months	10 thru 15 Months	16 thru 21 Months	Over 21 Months
<u>Office Service</u>					
Machine Operator I	3.77	3.845	3.915	4.00	4.00
Machine Operator II	298.00	308.80	318.40	330.40 *	341.20 *
General Utility Clerk I	236.00	244.00	256.80 *	256.80 *	256.80 *
General Utility Clerk II	281.60	290.80	299.60	308.80 *	318.40 *
Mail Clerk	241.60	250.00	261.20 *	269.60 *	269.60 *
Mail Clerk - Inside & Outside	260.40	269.60	279.20 *	287.20 *	287.20 *
<u>General Accounting</u>					
Accounting Clerk I	241.60	250.00	261.20 *	269.60 *	269.60 *
Accounting Clerk II	258.00	266.40	275.60 *	286.40 *	286.40 *
Accounting Clerk III	281.60	290.80	299.60	308.80 *	318.40 *
Secretary I	241.60	250.00	261.20 *	269.60 *	269.60 *
Secretary II	258.00	266.40	275.60 *	286.40 *	286.40 *
Secretary III	281.60	290.80	299.60	308.80 *	318.40 *

* A step rate with an asterisk (*) will be granted or withheld on the basis of merit reviews taken at six months intervals.

+ A deduction of thirty cents for each meter reading subtraction error in excess of an average of two errors per meter book read shall be made from the reader's bi-weekly wages.

(1) J. Nesbit will receive special incumbancy rate of 392.40.

(2) Upon completion of current work flow changes, this classification will be eliminated.

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MEMORANDUM OF ORAL UNDERSTANDING

WATER POLLUTION CONTROL MAINTENANCE DEPARTMENT

1975 and 1976

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PREAMBLE

This MEMORANDUM OF ORAL UNDERSTANDING between the Water Pollution Control Maintenance Department of Fort Wayne, Indiana, referred to hereafter as the UTILITY, and TEAMSTERS LOCAL NO. 297, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, referred to hereafter as the UNION, covers all employees within the Water Pollution Control Maintenance Department in the Job Classifications listed in Article XXIII herein.

WITNESSETH: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, the Union and the general public, the parties to this Memorandum have agreed together as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 29th day of December, 1974 and shall continue in force and effect through the 25th day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 26, 1976, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

ARTICLE I (Con't)

Section 2. Wage Schedules

- (a) The Wage and Salary rates set out in Schedule A shall be in effect from December 29, 1974, through December 25, 1976. Either party may request a wage reopener no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be December 28, 1975, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 25, 1976, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.
- (b) Changes in the wage schedules agreeable to both parties can be made at anytime.

ARTICLE II

Union Recognition

- (a) The Utility recognizes the Union as the exclusive bargaining agent for all its employees within the Water Pollution Control Maintenance Department in the Job Classifications listed in Article XXIII concerning their hours, wages and other conditions of employment. It is agreed that this Memorandum applies to all the types of work usually performed by such employees.
- (b) The Utility agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of his membership or official position in or lawful activities on behalf of the Union.
- (c) With proper authorization, including voluntary written wage assignments from employees who are covered by this Memorandum and who are members of the Union, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility and the Union. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make

ARTICLE II (Con't)

the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under the paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

- (d) Authorized agents of the Union shall have access to the Utility's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the agreement is being adhered to, providing, however, that there is no interruption of the Utility's working schedule. If the Utility requests it, the agents of the Union shall notify the employer of their presence on the premises.
- (e) Should a dispute arise between the Union and any other Union relating to jurisdiction over employees or operation covered by this agreement, the dispute shall be resolved by the Board of Public Works and the appropriate representatives or tribunals of the Unions concerned.

Section 1. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel Administrator, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the Utility, losing all seniority rights and other rights and benefits established by this Memorandum.

ARTICLE II (Con't)

- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

ARTICLE III

Union Cooperation

- (a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the Utility and its service to the public and that they will cooperate in promoting and advancing the Utility's program and the protection of its service to the public at all times.
- (b) The Union agrees that in no event whatsoever will any of the employees covered by this Memorandum be permitted to cease the continuous performance of their duties in order to coerce the Utility in a dispute. If, nonetheless, any of the employees covered herein do cease work of their own volition, the Utility will be free to replace such employees and to obtain competent services to continue its normal operations.
- (c) The Utility agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the Department. This shall not be interpreted to restrain the Utility from awarding contracts for work covered by this Memorandum when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Memorandum it is agreed that no employee having one year or more of seniority will be laid off.

ARTICLE IV

Non Discrimination

- (a) The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by law. This agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE IV (Con't)

ARTICLE V

Management Rights and Responsibilities

Except as otherwise provided in this Memorandum, the Utility in the exercise of its functions of Management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment, to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The enumeration of the foregoing management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against employees covered by this Memorandum.

ARTICLE VI

Grievance and Arbitration Procedure

The Utility and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Memorandum. Therefore, whenever the Union or any employee covered by this Memorandum feels that the Utility has acted erroneously or improperly by interpreting and applying any of the provisions of this Memorandum, then the Union or the employee, within five working days of the Utility's action, may invoke the provisions of this Article VI. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

First Step: The aggrieved employee shall present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled within five working days, Saturdays, Sundays and holidays excluded, the grievance shall be moved on to the second step.

Second Step: The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not satisfactorily settled within five additional working days or within ten working days from the beginning of the First Step, if this occurs later, then the employee, the Union representative and the Superintendent of the Department shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Memorandum claimed to have been violated and the remedy the Union wishes the Utility to make.

Third Step: The employee and the Union representative shall discuss the grievance with the Personnel Administrator. If a satisfactory adjustment is not reached within five more working days, the grievance shall be forwarded to the fourth step.

ARTICLE VI (Con't)

Fourth Step: The employee and the Union representative shall discuss the grievance with the Board of Public Works. If a satisfactory adjustment has not been reached after ten working days, then the grievance may be submitted to a Joint Arbitration Board by either party upon written notice to the other party.

Fifth Step: The Joint Arbitration Board shall have no authority to add to, detract from or in any way modify the terms of this agreement or the wage rates set out in Article XXIII. The Board shall be formed and shall function as follows:

1. The Utility and the Union shall each select two persons from their own personnel to constitute the Board. If a majority of the Board cannot agree within forty-eight hours, Saturdays, Sundays and holidays excluded, a disinterested person chosen by the unanimous vote of the Board shall constitute a fifth member.
2. If the Board cannot agree on a fifth member within forty-eight hours, Saturday, Sunday and holidays excluded, it shall apply to the Federal Mediation and Conciliation Service for the nomination of three arbitrators. The Utility and the Union shall each, within fourteen calendar days after receiving the list of nominees, strike one name from the list of three nominees; the remaining person shall be the fifth member of the Board. The Board so constituted shall then hear the evidence and, without unfavorable delay, give its majority decision, which shall be final and binding on both parties. The expense of the fifth member shall be borne equally by the City and the Union.

ARTICLE VII

Union Stewards

- (a) The Utility recognizes the right of the Union to designate stewards and alternates. The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances in accordance with the provisions of the Memorandum.
 2. The collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
 3. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the Utility's business.

ARTICLE VII (Con't)

- (b) The Utility shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Memorandum.

ARTICLE VIII

Hours of Work and Overtime

Section 1. Regular Working Hours

- (a) The regular working hours for employees of the Water Pollution Control Department (except for shift employees) shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday inclusive, with one-half hour for lunch (12:00 noon to 12:30 p.m., when practicable). Regular working hours for shift employees shall be as set forth in departmental schedules.
- (b) Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed forty-five minutes.
- (c) The beginning and the ending of the day's work shall take place at departmental headquarters.
- (d) Forty hours shall constitute a week's work, with overtime to be paid after forty hours. Eight hours shall constitute a day's work. Any time worked over eight hours in any one day shall be paid for at one and one-half times the regular rate of pay. All regular employees shall be guaranteed eight per day and forty hours per week without any split shifts.
- (e) A shift premium of twelve cents (12¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of seventeen cents (17¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

ARTICLE VIII (Con't)

Section 2. Overtime

- (a) Except as may be otherwise provided by special schedules, all work performed by hourly paid, non-shift employees outside their regular working hours shall be paid for at one and one-half times the regular rate, except that double time shall be paid for work on Sundays. Time worked on holidays shall be paid for as set out in Article XVIII.
- (b) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Water Pollution Control Maintenance Department in rescheduling work or temporarily transferring men to avoid overtime work, if possible.
- (c) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time will start when the employee is called; however, all time exceeding forty-five minutes between the time of the call and the time of reporting for work shall not be paid for.
- (d) The Utility shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:
 - 1. When such overtime continues into or beyond designated meal time (the designated meal times for the Water Pollution Control Maintenance Department being 6:00 a.m. to 7:00 a.m., 12:00 noon to 1:00 p.m. and 6:00 p.m. to 7:00 p.m.), the employee shall at his request be furnished a hot meal at the expense of the Utility.
 - 2. If such overtime is completed during a designated meal period, the employee shall eat the hot meal on his own time. If such overtime continues beyond a designated meal period or if less than five continuous hours of such work have been performed, the employee shall have one-half hour less overtime credited to compensate for the time used in eating. If more than five continuous hours of such work have been performed, the employee shall be fed on Utility time. In no case shall an employee be required to work more than six continuous hours of unscheduled overtime without being furnished a meal on Utility time.

ARTICLE VIII (Con't)

3. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.
- (e) In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.
 - (f) Salaried employees covered by this Memorandum shall, in general, not be paid overtime. However, when scheduled overtime is authorized in advance by the General Superintendent of the City Utilities, or the Board of Public Works, the salaried employee who performs such work shall be compensated on the basis of his straight time equivalent hourly rate.

ARTICLE IX

Inclement Weather

- (a) The Utility and the Union recognize that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the Utility may suspend outside work or assign employees to other less exposed work, either inside or outside.
- (b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximum of wind and that such reasonable discomfort should not justify suspension of work.
- (c) The Utility recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified whenever possible.
- (d) Therefore, it is agreed that when the wind velocity is 20 mph or more and the temperature is 15 degrees Fahrenheit or lower; or when the temperature alone is 10 degrees Fahrenheit or lower, outside work shall be suspended except for an emergency. As used in this section, an emergency shall be deemed to exist when continuity of a City Utilities service is threatened or interrupted, when Utilities property is endangered or when public property, public health or public safety is endangered. (Note: The accumulation of snow or ice on Utilities' property, public property or recreational areas shall be deemed to endanger public safety.)

ARTICLE IX (Con't)

- (e) The Crew Foreman and the employees on his crew shall confer on borderline situations arising in field and attempt to reach an agreement. When controversies are not resolved they shall be immediately referred to the Superintendent for decisions.

ARTICLE X

Seniority

Section 1. Regular Employees

- (a) Seniority, for the purpose of this agreement, shall be considered in two aspects; Department Seniority, starting with the first day of employment in the Water Pollution Control Maintenance Department, and Job Seniority starting with the first day of employment in a particular job classification.
- (b) The seniority of an employee shall terminate under any of the following conditions:
1. When he is laid off for a period of more than one year.
 2. When a laid off employee fails to give notice of his intention to return to work within forty-eight hours after the Utility has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
 3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
 4. When he resigns his employment with the Utility.
 5. When he is discharged for just cause.
 6. When he violates the conditions of a leave of absence.
 7. When he accepts a pension under the Municipal Utilities Pension Plan of Public Employees Retirement Fund.
 8. When he is absent for more than three days without advising his supervisor.
- (c) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence respectively shall be deducted in computing years of service.

ARTICLE X (Con't)

Section 2. Probationary Employees

- (a) An employee hired from outside the City Utilities shall be termed a probationary employee for a period of ninety days, during which time the Utility can release such employee without giving cause. If an employee is transferred from another branch of the City Utilities to Water Pollution Control Maintenance Department, there shall be a thirty-day probationary period during which the Utility can release the employee without giving cause.
- (b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoffs

- (a) Employees laid off in any job classification because of lack of work shall be laid off in the reverse order of their seniority in that job classification. The employees so affected shall in order of their departmental seniority be entitled to jobs in the next lower classification in which they have the necessary qualifications as determined by the Utility and the employees in that lower classification consequently displaced shall be entitled to a similar preference in the next lower classification. An employee who previously held a higher rated position shall have seniority precedence over the original employees in the lower classification to which he was reduced if further reduction in that lower classification becomes necessary; however, in laying off employees in the lowest classification, the departmental seniority of the employees already regularly employed therein shall determine the employees finally to remain.

ARTICLE XI

Discharge

- (a) The Utility shall not discharge any employee covered by this Memorandum without just cause. Before any discharge is in order, the Utility shall have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel Administrator.
- (b) However, such warning notice shall not be necessary when the discharge is for a grave offense such as proven dishonesty or violation of the Utilities' rules covering the use of intoxicating liquors, which rules:
 - 1. Prohibit drinking intoxicating liquors while on duty.
 - 2. Prohibit bringing intoxicating liquors on the Utilities' premises or carry them in the Utilities' vehicles.

ARTICLE XII

Promotions

- (a) Promotions to jobs covered by this Memorandum shall be made so that the best qualified man is promoted. Where fitness, ability, efficiency and other qualifications appear to be equal, seniority shall govern.
- (b) When a job covered by this Memorandum is to be filled, the Utility shall post notices to that effect on its bulletin boards for a period of not less than five working days and shall invite bids for the vacancy. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.
- (c) Before forwarding to the Personnel Administrator his recommendation for filling the vacancy, the Superintendent of the Department may discuss with the Union Committee the qualifications of those employees who bid on the vacancy.
- (d) Within three working days following the end of the bidding period, the Superintendent shall make the award to the successful bidder.
- (e) When an opening occurs in a job classification involving truck driving and covering two or more employees, the senior employee with qualifications remaining in that classification shall have the right to select the truck he will drive. However, this right must be exercised before the end of the five-day bidding period.

ARTICLE XIII

Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job has wage time steps, he shall normally first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) Working firemen shall not be used as truck drivers except in emergencies.
- (d) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.
- (e) If an employee holding a job covered by this Memorandum is transferred, promoted or appointed to a job within the Department not covered by this Memorandum, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such

ARTICLE XIII (Con't)

position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

ARTICLE XIV

Sick and Accident Leaves.

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at his regular rate of pay and one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) a disability, or (b) any other period he is absent from work without pay therefor. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.
- (b) If a regular hourly rated employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of absence from work, the employee shall be entitled to sick leave allowances earned in accordance with the foregoing accrual procedure and payable on regular paydays, for the duration of that disability, or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.
 - 1. An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit provided the employee has not received previous payment for hours not worked pursuant to this paragraph during the eight week period preceding the day on which current illness occurs.

ARTICLE XIV (Con't)

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Utility. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Utility.

Any benefits paid this employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective day of the lay-off if the employee is notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) In the event an employee has been granted a leave of absence of more than thirty calendar days and he becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee with respect to each disability shall:
 - 1. Be a regular employee.
 - 2. Have sick leave credit when he becomes disabled.

ARTICLE XIV (Con't)

3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
 4. Promptly present a physician's certification that he is disabled, if requested by the Utility.
 5. Be disabled for more than one of his consecutive scheduled working day.
 6. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Utility's medical representatives as in the Utility's judgment may be necessary to ascertain his condition.
- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.
- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the Utility.
- (k) Notwithstanding the one-day provision of paragraph (b) and paragraph (h), subparagraph 5, but otherwise subject to all of the terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the employee shall be paid from the first regularly scheduled workingday of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.
- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmen's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his receipt of such other payments.

ARTICLE XIV (Con't)

- (m) A salaried employee shall receive his regular pay for sick and personal accident leave, earned as above, from the first day of any such absence, with all such days being deducted from his accumulated sick and personal accident leave.
- (n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a one-week layoff for the first offense and discharge for any subsequent offense.
- (o) WAIVER OF THE ONE-DAY WAITING PERIOD: The Utility shall waive the one-day waiting period for any hourly rated employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability.

Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Memorandum in satisfying the terms of this Article XIV; however, payments made for occupational injuries shall be excluded.

ARTICLE XV

Notification of Absences

- (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

ARTICLE XVI

Examinations

- (a) Physical, mental or other examinations required by a government body or the Utility shall be promptly complied with by all employees; the Utility shall pay for all such examinations. It shall not pay for any time spent in the case of applicants for jobs.
- (b) The Utility reserves the right to select its own medical examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

ARTICLE XVII

Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.
- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave.
- (d) Vacations must, in general, be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance by the Personnel Administrator with the concurrence of the Board of Public Works and for reasons of mutual convenience.
- (e) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Maintenance Department shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Utility shall notify the employee of its choice of these alternatives before his vacation leave begins.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Article VIII.
- (g) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1st and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1st of the current year.

ARTICLE XVII (Con't)

- (h) When an employee with more than twelve months of continuous employment leaves the service of the Utility, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (i) However, if an employee voluntarily terminates his employment, no adjustment shall be made for vacation time accrued but not taken unless the employee has given the Utility a minimum of two weeks of notice.

ARTICLE XVIII

Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, or days celebrated for the foregoing. Holidays falling on Sundays shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.
- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraphs (c) and (f), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Memorandum, whether such holiday falls on his regularly scheduled work day or not.
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If an employee works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift being worked; he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay (plus any applicable shift premium) for the hours actually worked.
- (e) All other time worked on holidays shall be paid for at double the straight time rate of pay.
- (f) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.

ARTICLE XIX

Special Leaves

Section 1. Leaves of Absence

- (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and Personnel Administrator, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the Personnel Administrator of City Utilities. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or his designated appointee. While on such leave the employee shall not be deemed to have forfeited his seniority or rights.
- (b) The terms and conditions of each leave of absence granted shall be written out in triplicate; one copy shall be retained by the Utility, one shall be given to the employee granted the leave and one shall be forwarded to the Union for its information and records.
- (c) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Utility, their employment and rights with the Utility shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.
- (d) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Utility's judgment of its merit.

Section 2. Leaves for Union business

- (a) Employees called upon to transact for the Union with the Utility business which requires them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for time spent in bargaining the terms of a new agreement until the aggregate of such payments totals but does not exceed sixty-four man hours. Not more than four such employees shall be excused from their duties at any one time.

ARTICLE XIX (Con't)

- (d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Utility shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Utility to take over Union duties. On his return, other men shall consent to the demotions necessary to make room for him. He shall not be paid by the Utility during his absence.

Section 3. Death Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, spouse or children or (2) any relative mentioned in paragraph (b) hereof who lives in the same residence as part of the same household) he shall receive upon request a maximum of three consecutive scheduled work days off, not extending beyond the day following the funeral, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of his brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, son-in-law, sister-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 4. Jury Leave

- (a) Employees absent from their duties with the Utility because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon presentation of proper evidence.

Section 5. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity will be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

ARTICLE XX

Retirement

- (a) Employees covered by this Memorandum shall be retired on or before the end of the calendar year in which age sixty-five is attained.

ARTICLE XX (Con't)

- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employees' Retirement Fund and the Social Security program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding, prior to the retirement date. The employee's benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

ARTICLE XXI

Safety Practices

- (a) If an employee neglects to follow the safety practices established by the Utility for the work he performs (including the proper use of protective equipment supplied by the Utility), he shall, after proper warning, be subject to disciplinary action.
- (b) Both the Utility and the employees covered by this Memorandum recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the Utility shall forthwith inform the proper Supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe, for street use, then such equipment shall be taken out of service until the fault is corrected.

ARTICLE XXII

Insurance Coverage

- (a) Each employee who holds a Group Hospital and Preferred Surgical and Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth the cost of his policy; the Utility shall pay the remaining three-fourths. Any employee may, however, elect not to participate in this insurance program.

ARTICLE XXII (Con't)

- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents per month for each thousand dollars of coverage (maximum: five thousand dollars); the Utility shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional one thousand dollars Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance program.
- (c) Each employee who retires under one of the programs cited in Article XX, paragraph (b) and who has at least eight years of continuous service at retirement shall receive a paid-up \$1,000 life insurance policy.

ARTICLE XXIII

Separability and Savings

- (a) If any article or section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be affected thereby.
- (b) If any article or section is held invalid or enforcement of or compliance with has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

WATER POLLUTION CONTROL MAINTENANCE

Schedule A

Effective December 29, 1974, the minimum wage scales for the different classifications of work are as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>Over 9 Months</u>
Sewer Repairman	4.415	4.50	4.585
Combination Repairman and Truck Driver	4.67	-	4.67
Senior Combination Repairman and Truck Driver	4.77	-	4.77
Night Investigator	4.67*	-	4.67*
Educator Operator	4.965	-	4.965
Sewer Jet Flusher	4.965	-	4.965
Back Hoe Operator	5.135	-	5.135
Hydraulic Sewer Rodder	5.135	-	5.135
Utility Construction Man	5.135	-	5.135
Working Foreman	5.135	-	5.135
Special Investigator	5.28	-	5.28
Clerk Typist			
First 3 months	284.40		
Next 6 months	292.80		
Next 6 months	302.00		
Thereafter	312.80		

* 12¢ per hour shift premium will be paid for shift hours actually worked.

International Brotherhood of Firemen & Oilers

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MEMORANDUM OF ORAL UNDERSTANDING

WATER CONSTRUCTION DEPARTMENT

1975 - 1976

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PREAMBLE

This MEMORANDUM OF ORAL UNDERSTANDING between the Fort Wayne Water Works of Fort Wayne, Indiana, referred to hereinafter as the Utility, and Local Union #28 of the International Brotherhood of Firemen and Oilers, AFL-CIO, referred to hereinafter as the Union, covers all job classifications listed in Article VII.

WITNESSETH: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Utility, the Union and the general public, the parties to this Memorandum have agreed together as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 9th day of January, 1975, and shall continue in force and effect through the 25th day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 26, 1976, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall be in effect from December 29, 1974 through December 25, 1976. Either party may request a wage reopener no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be December 28, 1975, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 25, 1976, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

ARTICLE I (Con't)

- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

ARTICLE II

Management Rights

- (a) Except as otherwise provided in this Memorandum, the Utility, in the exercise of its functions of management, shall have the right to decide the policies, methods, work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The enumeration of the foregoing management prerogatives shall not be deemed to exclude other prerogatives not enumerated, which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union.

ARTICLE III

Union Recognition

Section 1. Union Recognition

- (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages and other conditions of employment. It is agreed that this Memorandum applies to all types of work usually performed by such employees.

Section 2. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay

ARTICLE III (Con't)

his arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel Administrator, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from the employment with the Utility, losing all seniority rights and other benefits established by this Memorandum.

- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Memorandum and who are members of the Union, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union official.
- (b) Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

ARTICLE IV

Non Discrimination

- (a) The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by law. This agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE V

Grievance and Arbitration Procedure

Section 1. Procedure to be followed:

The Utility and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of this Memorandum. Therefore, whenever the Union or any employee covered by this Memorandum feels that the Utility has acted erroneously or improperly in interpreting or applying any of the provisions of this Memorandum, then the Union or the employee, within five working days of the Utility's action, may invoke the provisions of this Article V. In any of the following steps, the time for discussion, adjustment or appeal to the next step may be extended by mutual agreement. The grievance shall be processed during the regular working hours in the manner hereinafter set forth:

First Step: The aggrieved employee shall present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled in five working days, Saturdays, Sundays and holidays excluded, the grievance shall be moved on to the Second Step. If an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step: The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not satisfactorily settled within five working days from the date of the answer in Step One, then the employee, the Union representative and the Superintendent shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Memorandum claimed to have been violated and the remedy the Union wishes the Utility to make.

Third Step: The employee and the Union representative shall discuss the grievance with the Personnel Administrator. If a satisfactory adjustment is not reached within five working days from the date of the answer in Step Two, the grievance shall be forwarded to the Fourth Step within the next ten working days.

Fourth Step: The employee and the Union representative shall discuss the grievance with the Chairman of the Board of Public Works. If a satisfactory adjustment is not reached within ten working days, either party shall have not more than thirty calendar days to elect to submit the grievance to a Joint Arbitration Board; evidence of this election shall consist of a written notice to that effect given to the other party.

Fifth Step: The Joint Arbitration Board shall not have authority to add to, detract from or in any way modify the terms of this agreement

ARTICLE V (Con't)

or the wage rates set out in Article VII or to render a decision in conflict with the law. The Board shall be formed and shall function as follows:

1. The Utility and the Union shall each select two persons to constitute the Board. If a majority of the Board cannot agree within forty-eight hours, Saturdays, Sundays and holidays excluded, a disinterested person chosen by the unanimous vote of the Board shall constitute a fifth member.
2. If the Board cannot agree on a fifth member within forty-eight hours, Saturdays, Sundays and holidays excluded, it shall apply to the Federal Mediation and Conciliation Service for the nomination of five arbitrators. The Utility and the Union shall each, within seven calendar days, alternately strike one name from the list of five nominees until the last remaining person shall be the fifth member of the Board, which shall then hear the evidence and, without unfavorable delay, give its majority decision which shall be final and binding on both parties. The expense of the fifth member shall be borne equally by the Utility and the Union.

Section 2. Mutual Undertakings

The services performed by the employees covered by this Memorandum are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

- (a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public at all times.
- (b) The Union agrees that in no event whatsoever shall any of the employees covered by this Memorandum be permitted to cease or refuse continuous performance of their duties in order to coerce the Utility in a dispute. The Union agrees that if any of the employees covered herein cease or refuse work of their own volition, the Utility shall be free to obtain competent services to continue its normal operations.
- (c) The Union agrees to co-operate with the Utility in replacing any employee covered by this Memorandum who is found guilty by the Union and the Utility of not performing his duties in a reasonable efficient manner or who consistently acts in an objectionable manner toward his fellow employees, the Utility or its customers.
- (d) The Union agrees that crew foremen or working supervisory leaders covered by this Memorandum are responsible for conduct of field crew members consistent with Utility work rules and procedures, and for efficient work performance and service in the field as assigned by department management.

ARTICLE V (Con't)

- (e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages or other intoxicating substances during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages or other intoxicating substances shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee reports for work under the influence of alcoholic beverages and is unable to perform his or her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home.

Theft, or misappropriation of property belonging to the City, other employees, or private citizens, shall be cause for immediate dismissal.

- (f) The Utility agrees not to prevent the continuous performance of the duties required in the normal and usual operation of the Department; but this shall not be interpreted to restrain the Utility from awarding contracts for work within the scope of this Memorandum when in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any such work, it is agreed that no employee having one year or more of seniority will be laid off or transferred to a lower classification of work.
- (g) In consideration of (b) and (c) of this section the Utility shall endeavor to handle any misunderstandings that may arise in a fair and equitable manner and shall not coerce employees' position in application of Section 1 of Article V.

ARTICLE VI

General Regulations and Working Conditions

Sections 1. Working Schedules

- (a) The regular working hours for employees of the Water Construction Department shall be from 7:30 a.m. to 4:00 p.m., with an unpaid lunch period of one-half hour, Monday through Friday, except for employees covered in paragraph (c) below. The day's work shall begin and end at the Storeroom.
- (b) Employees working away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or leaving the job site to go to a restaurant or shelter. In the latter case, the total time away from the job, i.e., the lunch period plus the time spent in traveling from and back to the job, shall not exceed forty-five minutes.

ARTICLE VI (Con't)

- (c) Employees who work on a shift basis shall work according to schedules posted at departmental headquarters. The Serviceman working the day shift shall work from 8:00 a.m. to 4:30 p.m., with one-half hour for lunch. The Serviceman working the evening shift shall work from 4:30 p.m. to 12:30 a.m.

Section 2. New Employees

- (a) A new employee shall be considered a probationary employee for a period of ninety calendar days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance.
- (b) Upon the completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his probationary period.

Section 3. Seniority

- (a) For the purpose of this Memorandum, seniority (length of service in continuous employment) shall date from the first day of employment, in the Water Construction Department.
- (b) The seniority of an employee shall terminate under any of the following conditions:
 1. When an employee is laid off for a period of more than two years.
 2. When a laid off employee fails to give notice of his intentions to return to work within forty-eight hours after the Utility has sent to his last known address a registered letter requesting his return.
 3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him, unless unusual circumstances prevent reporting or unless notice of resignation must be given to a secondary employer in which cases maximum two (2) weeks from date letter has been sent will apply.
 4. When he resigns his employment with the Utility.
 5. When he is discharged for just cause.
 6. When he violates the terms of a leave of absence.
 7. When he accepts a pension under the Municipal Pension Plan or the Public Employees Retirement Fund.

ARTICLE VI (Con't)

8. When absent more than three days without reporting to his supervisor or the office of the Superintendent of the Department.

Section 4. Layoffs

- (a) Layoffs because of lack of work shall be in accordance with the straight seniority rules, i.e., the men most recently hired in the Department will be laid off first. When adding to the forces, those in the groups most recently laid off shall be the first in the group to be re-employed, if available. When layoffs affect permanent full-time employees, the Utility will notify the Union in advance of the application of seniority provisions. Where practical a three day advance notice will be given.
- (b) All time off during any one calendar year in excess of thirty days for layoffs or for leaves of absence respectively shall be deducted in computing years of service.

Section 5. Promotions

- (a) Promotions shall be made by the Department head and the Personnel Administrator, subject to the final approval of the Chairman of the Board of Public Works or his designated appointee, so that the most qualified man is promoted.
- (b) Where fitness, ability, efficiency and work record appear to the Utility to be equal, seniority shall govern.
- (c) The Union agrees that any employee belonging to the Union cannot bid on a lower classification after bidding on and receiving a higher classification, unless he has served at least one (1) year on the job so received, or unless physical condition supported by competent medical doctor's statement makes it impossible for him to perform the job.
- (d) He can bid on a higher classification after three (3) months, if an opportunity presents itself.
- (e) When a full time active employee leaves the Water Construction Department from a job classification covered by this Memorandum for reasons other than layoff, the Utility, within fifteen (15) calendar days, shall either notify the Union that the employee will not be replaced, or shall determine that a vacancy exists and shall post on its bulletin boards an invitation for bids on the vacancy. When an additional position in a job classification is to be filled, a notice shall be similarly posted. (exceptions to this posting requirement shall be those classifications indicated in Article VII by **.)

ARTICLE VI (Con't)

- (f) Each such notice shall remain posted for a period of five working days; all bids must be submitted before the end of the posting period. Any selection made from among those bidding shall be posted within five additional working days. If the Department head is of the opinion that there were no qualified bidders, he shall so inform the Union and those who bid on the job.

Section 6. Sick and Accident Leaves

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at his regular rate of pay and one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) a disability, or (b) any other period he is absent from work without pay therefore. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.
- (b) If a regular hourly rated employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of his absence from work, the employee shall be entitled to sick leave allowance earned in accordance with the foregoing accrual procedure and payable on regular pay days for the duration of that disability or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.
1. An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit provided employee has not received previous payment for hours not worked according to this paragraph during the eight week period preceding the day on which current illness occurs.
- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Utility. If a third party is judged liable or accepts liability

ARTICLE VI (Con't)

for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Utility. Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for any injury not connected with the employee's job shall be exempt from the foregoing provisions.

- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which the employee retires.
- (e) If an employee becomes ill or is injured while on vacation; the scheduled vacation time shall be counted as vacation, if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation; however, Article VI, Section 6, paragraph (o) waiver shall apply if not more than eight hours of paid sick leave have been used in the twelve week period immediately preceding the vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the lay-off if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to his sick leave allowances for the duration of that disability.
- (g) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee, with respect to each disability, shall:
 - 1. Be a regular employee.
 - 2. Have sick leave credit when he becomes disabled.

ARTICLE VI (Con't)

3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
 4. Promptly present a physician's certification that he is disabled, if requested by the Utility.
 5. Be disabled for more than one of his consecutive scheduled working days.
 6. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Utility's medical representative as, in the Utility's judgment may be necessary to ascertain his condition.
- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.
- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence or working for compensation outside the Utility.
- (k) Notwithstanding the one-day provisions of paragraph (b) and paragraph (h), subparagraph (5), but otherwise subject to all of the terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from the accumulated sick and accident leave.
- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmen's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his receipt of such other payments.
- (m) A salaried employee shall receive his regular pay for sick and personal accident leave, earned as above, from the first day of any such absence, with all such days being deducted from his accumulated sick and personal accident leave.

ARTICLE VI (Con't)

- (n) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he shall be subject to a one-week layoff for the first offense and discharge for any subsequent offense.
- (o) WAIVER OF THE ONE-DAY WAITING PERIOD: The Utility shall waive the one-day waiting period in this sick leave plan for any hourly paid employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability. Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Memorandum in satisfying the terms of this Section 6; however, payments made for occupational injuries shall be excluded.

Section 7. Leaves of Absence

- (a) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the Utility's judgment of its merit.
- (b) With the written approval of the Department Head, a maximum of thirty calendar days' leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Administrator of the City Utilities. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or the General Superintendent, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.
- (c) In case of absence of over thirty calendar days, an employee shall be permitted to return to work only if he is physically qualified to do so. If he remains away more than one (1) year or if he accepts employment elsewhere while on such leave without the written consent of the Utility, his employment and rights with the Utility shall be deemed to have been terminated. Any such leave taken under this Section shall be without pay.
- (d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

Section 8. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the Utility any business which require them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.

ARTICLE VI (Con't)

- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for time spent in bargaining the terms of a new agreement until the aggregate of such payments totals but does not exceed sixty-four man-hours. Not more than four such employees shall be excused from their duties at one time.
- (d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the Utility shall, at the end of his term of office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accrued as of the time he left the Utility to take over Union duties. Other employees shall consent to the demotions necessary to make room for him on his return. He shall not be paid by the Utility during his absence.

Section 9. Death Leave

- (a) In the case of death in an employee's family (meaning (1) his parents, spouse or children, or (2) any other relative living in the same residence as part of the same household) he shall receive upon request, a maximum of three consecutive scheduled work days off, not extending beyond the day following the funeral, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of a brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 10. Jury Leave

- (a) An employee absent from his duties with the Utility because of jury duty shall receive the difference between his base pay and the payment received for the period of jury service upon presentation of satisfactory evidence.

Section 11. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

ARTICLE VI (Con't)

Section 12. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work he shall give notice as far in advance as possible to his Supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action.

Section 13. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the highest rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter the job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) If an employee is permanently assigned after a successful bid to another job he shall receive the rate of pay of the job.
- (d) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his absence. However, effective with transfers made on or after February 11, 1973, should the transfer extend beyond one year, except for promotion to management in the Water Construction Department, an employee's seniority and rights shall be frozen after the transfer shall have extended for one year. In the event the employee is returned to the Water Construction Department, he shall be restored to his former position, or, in the event his seniority shall not entitle him to that position, to a job to which his seniority entitles him.

The seniority and rights of employees transferred in the past from Water Construction Department and who, as of February 11, 1973, hold jobs with the Utility not covered by Article VII, are set forth in a separate letter of intent effective as of February 11, 1973.

Section 14. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current

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Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, or days celebrated for the foregoing. Holidays falling on Sundays shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay, the equivalent of his regular straight time base pay for each of the holidays recognized in this Memorandum, whether such holiday falls on his regularly scheduled work day or not:
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If an employee works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift hours being worked; in addition, he shall receive one and one-half times his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.
- (e) All other time worked on holidays except as may be provided elsewhere, shall be paid for at double the straight time rate of pay.
- (f) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.

Section 16. Premium Pay-Overtime

- (a) Except as otherwise provided herein, an hourly rated employee shall be paid time and one-half (1) for all hours worked outside his regularly scheduled working hours and (2) for all scheduled hours in excess of forty (40) hours per work week. Except as provided elsewhere, double time shall be paid for work on Sundays, time worked on holidays shall be paid for as set out in Section 15, entitled "Legal Holidays".
- (b) An hourly rated shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day. If called upon to work on the first of his two scheduled days off, he shall be paid double time; if called upon to work on the second of his two scheduled days off, he shall be paid time and one-half; however, if such work is made necessary because the employee is making a change of shifts, overtime pay shall not be required under this paragraph.
- (c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Memorandum, only one overtime rate shall be effective. If the overtime rates are different, the higher

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calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.

- (b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.
- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave.
- (d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance by the Personnel Administrator with the concurrence of the Board of Public Works and for reasons of mutual convenience.
- (e) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Section 16.
- (f) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of the employees in order of their seniority as far as the needs of its services will permit.
- (g) Except as provided for in the following paragraph, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utility, an adjustment in his final pay shall be made for vacation taken before being fully accrued.
- (h) No adjustment of his final pay shall be made for vacation accrued but not taken in the case of an employee discharged for cause or in the case of any employee who voluntarily terminates his employment without giving the Utility at least two weeks of notice.

Section 15. Legal Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence

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rate shall be applied. Notwithstanding any other provisions of this Memorandum, in no event shall the combination of overtime pay plus holiday or other pay applying to the hours worked be greater than double time and one-half, unless hours are worked outside the regular shift on a holiday, as stipulated in Article VI, Section 15, (e) above, according to work schedules established by Utility Management.

- (d) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Department in re-scheduling work or temporarily transferring men to avoid overtime work if possible.
- (e) A minimum of two hours at the applicable overtime rate shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when the men are called, however, all time exceeding forty-five minutes between the time of call and the time of reporting for work shall not be paid for.
- (f) Between October 15 and April 15 and at other times at the discretion of the Department head, an employee called back for an emergency and working more than one hour between the hours of 12 midnight and 5:00 a.m. shall be entitled to a rest period extending into his immediately following regular scheduled work day without loss of pay for such period. The length of the extension into such work day shall be equal to the hours worked between midnight and 6:00 a.m., but shall not exceed four hours. A callout made after 4:00 a.m. shall not entitle the employee or employees affected to a paid rest period. Pay for all callouts shall be as provided elsewhere in this Memorandum.
- (g) Paid Meal Period: The Utility shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore:
 - 1. If an employee is required to work continuously as much as one and one-half ($1\frac{1}{2}$) hours beyond the normally scheduled working hours, he shall receive, in addition to overtime, a meal which shall be furnished him by the Utility; or, if a meal is not so furnished, he shall be paid the sum of one dollar and fifty cents (\$1.50) for such meal.
 - 2. Reasonable time, but not more than thirty (30) minutes shall be allowed for a meal and counted as time worked when overtime work is thereafter continued a minimum of three (3) hours.

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3. If an employee is called out for overtime work one and one-half ($1\frac{1}{2}$) hours or more prior to his regularly scheduled starting time and continues to work his stated schedule of work, he shall receive, in addition to overtime for the hours prior to the start of his stated schedule of work, a meal which shall be furnished by the Utility; or, if a meal is not so furnished, he shall be paid the sum of one dollar and fifty cents (\$1.50) for such meal. If an employee so called out does not bring his lunch, he shall have a noon meal furnished; or, if such noon meal is not furnished, he shall be paid the sum of one dollar and fifty cents (\$1.50) for such meal.
4. When work continues beyond one and one-half ($1\frac{1}{2}$) hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four (4) hours commencing one and one-half ($1\frac{1}{2}$) hours after scheduled quitting time if the employee continues to work through each such interval.
5. If an employee is called out after quitting time or is notified to return the same day for work where there is elapsed time from the completion of his regular work schedule to the beginning of such work and if he then works four (4) hours or more, a meal shall be furnished at the end of each interval of four (4) hours during the period terminating one and one-half ($1\frac{1}{2}$) hours before his scheduled starting time.
6. Reasonable time, but not more than thirty (30) minutes, shall be allowed for meals and counted as time worked if an employee foregoes the scheduled meal one and one-half ($1\frac{1}{2}$) hours after regular quitting time and continues to work an additional one and one-half ($1\frac{1}{2}$) hours.
7. The time paid for eating a meal as provided for in item (2) of this section shall not be included for the purpose of computing the elapsed time in the next four (4) hour interval at the end of which an employee would be entitled to a meal in accordance with item (4) or (5) of this section.
8. If any of these provisions call for furnishing more than one (1) meal in a four (4) hour period, only one (1) meal shall be furnished.
9.
 - a. The cost of meals which are eaten by the employees and for which the Utility pays under the provisions of this section shall not be limited to one dollar and fifty cents (\$1.50), but to a reasonable amount expended by the employee for such meal.
 - b. It is expected that the obtaining of meals will not interfere with the restoration of service during emergencies. The ranking supervisor at the scene of the emergency will determine the time to stop for meals.

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- c. Unless the Utility has previously arranged to pay for such meals, the employee shall pay for same and shall be reimbursed by his supervisor upon producing receipts or other proper evidence of such payments.
- (h) Salaried employees covered by this Memorandum shall, in general, not be paid overtime. However, when scheduled overtime is authorized in advance by the General Superintendent of the City Utilities or the Board of Public Works, the salaried employee who performs such work shall be compensated on the basis of his straight time equivalent hourly rate.
- (i) A shift premium of twelve cents (12¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 p.m. and 12:00 midnight; a shift premium of seventeen cents (17¢) per hour shall be paid for all hours actually worked of a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.
- (j) In computing overtime pay for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

Section 17. Full Employment and Weather Conditions

- (a) Regular employees of the Utility shall be furnished and paid for fulltime employment in accordance with the working schedules of the various classifications, provided they are ready and able to perform the work.
- (b) The Utility and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which work should continue only in the event of an emergency.
- (c) A Serviceman and a helper shall be assigned to a truck when work becomes hazardous due to abnormal operating conditions.
- (d) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimums of temperature and maximums of wind and that such reasonable discomfort should not justify suspension of work.
- (e) The Utility recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.
- (f) Therefore, it is agreed that when the wind velocity is 20 mph or more and the temperature is 15 degrees Fahrenheit or lower, outside work shall be suspended except for an emergency. An emergency shall

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exist when public property, Utility property or public health and safety are endangered or when continuity of Utility service is threatened or interrupted.

- (g) The Crew Foreman and the employees on his crew shall confer on borderline situations arising in the field and shall attempt to reach an agreement. When controversies are not resolved, they shall be immediately referred to the Department supervisor for decision.

Section 18. Retirement

- (a) Employees shall be retired on or before December 31 of the calendar year in which they reach the age of 65.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employees' Retirement Fund and the Social Security program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding prior to the retirement date. An employee's benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

Section 19. Protective Equipment

- (a) If an employee does not use the protective equipment furnished by the Utility according to the safety rules set by the Utility, then, after written warning, he shall be subject to disciplinary action.

Section 20. Group Insurance

- (a) Each employee who holds a Group Hospital and a Preferred Surgical and Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth the cost of his policy; the Utility shall pay the remaining three-fourths. Any employee may, however, elect not to participate in this insurance program.
- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents (60¢) per month for each thousand dollars of coverage (maximum: five thousand dollars); the Utility shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional \$1000 Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance program.

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- (c) Each employee who retires under one of the programs cited in paragraph (b), Section 18 of this Article VI and who has at least eight years of continuous service at retirement shall receive a paid-up \$1000 life insurance policy.

Section 21. Registration

- (a) The Utility and the Union agree that all citizens employed by governmental departments and by publicly owned utilities should participate in the important responsibilities of government at least to the extent of exercising their right to vote. Accordingly, all employees who are eligible to register will be requested to register.

ARTICLE VII

Wage Schedules

Notice of any action taken by the Utility after the date of this Memorandum of Oral Understanding in the matter of adding, abolishing or re-rating positions because of change of duties or functions, shall be promptly given by the Utility to the Union. If the Union feels that any such action by the Utility is erroneous, it shall so notify in writing the Utility within five days and such matter may be made a grievance under the provisions of Article V.

The Utility may employ workers in any of the Classifications listed in the following schedule at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate of such classification), in the event that previous experience and qualifications of such employee entitle him to such higher rate.

WATER CONSTRUCTION DEPARTMENT

Schedule A

Effective December 29, 1974, the wage schedule for regular authorized positions, expressed in bi-weekly terms for salaried classifications and in hourly terms for others, are as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Chief Utility Plumber	5.89	-	-	5.89
Plumber Crew Foreman	5.52	5.65	5.78	5.78
Maintenance Foreman	5.07	5.16	5.25	5.25
Meter Shop Foreman	5.14	5.27	5.40	5.51
Dispatcher	4.91	4.99	5.055	5.135
Back Hoe Operator	4.95	5.045	5.135	5.135
Utilityman	4.675	4.765	4.865	4.965
Laborer II ***	4.45	4.51	4.585	4.585
Laborer I **	4.10	4.175	4.245	4.33
Large Meter Field Repairman and Investigator	4.91	4.99	5.055	5.135
Meter Changer & Maintenance Plumber	4.91	4.99	5.055	5.135
Valve Truck Operator A	4.78	4.885	4.97	5.055
Valve Truck Operator B	4.675	4.765	4.865	4.965
Hydrant & Maintenance Man	4.675	4.765	4.865	4.965
Serviceman *	4.78	4.885	4.97	5.055
Complaint Man	4.90	4.99	5.09	5.20
Storekeeper	4.90	5.015	5.125	5.28
Stockman	4.47	4.565	4.655	4.74
Meter Repairman	4.245	4.33	4.39	4.39

SCHEDULE A (Con't)

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>10 thru 15 Months</u>	<u>Over 15 Months</u>
Senior Clerk **				
First 3 months	308.00			
Next 6 months	317.20			
Next 6 months	326.00			
Next 6 months	335.20			
Over 21 months	344.80			
Building Service Man-Telephone and Radio Operator	4.05	4.33	4.39.	4.39
Temporary Student Laborer	3.28	-	-	3.28
Junior Clerk **				
First 3 months	210.00			
Next 6 months	222.00			
Next 6 months	234.00			
Next 6 months	246.00			
Over 21 months	258.00			

* Shift premium will be paid for regularly scheduled shift hours actually worked.

** Vacancies in these classifications may be filled by the Utility without going through the posting and bidding procedures provided in Article VI, Section 5.

*** Department Superintendent may reclassify employees completing Laborer I step rates to Laborer II based upon fitness, ability, efficiency and work record, with recommendations of Construction and/or Service Supervisors, and Foremen or other working leaders. There shall be no posting or bid for Laborer II.

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MEMORANDUM OF ORAL UNDERSTANDING
WATER POLLUTION CONTROL PLANT
1975 and 1976

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THIS MEMORANDUM OF Oral Understanding between the Water Pollution Control Plant of Fort Wayne, Indiana, referred to hereinafter as the Utility, and Local No. 19 of the INTERNATIONAL UNION OF OPERATING ENGINEERS, affiliated with the AFL-CIO, referred to hereinafter as the Union, covers all work done as heretofore by or for the Utility at the Water Pollution Control Plant and its Regulating and Pumping Stations by the employees in the different classifications scheduled in Article VII hereof and by all employees of the Utility engaged in performing such work.

WITNESSETH: That, to facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the Utility and the Union and the general public may mutually benefit, the parties hereto have agreed with each other as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 29th day of December, 1974, and shall continue in force and effect through the 25th day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 26, 1976, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall be in effect from December 29, 1974, through December 25, 1976. Either party may request a wage reopening no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be December 28, 1975, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 25, 1976, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.
- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

ARTICLE II

Recognition

Section 1. Management Rights and Responsibilities

- (a) Except as otherwise provided in this Memorandum, the Utility, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The enumeration of the foregoing management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union.

Section 2. Union Recognition

- (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their hours, wages and other conditions of employment. It is agreed that this Memorandum applies to all types of work usually performed by such employees.
- (b) The Union agrees to cooperate in replacing any employee covered by this Memorandum who is found guilty by the Utility and the Union of not performing his duties in a satisfactory manner or who acts in an objectionable manner towards his fellow employees, the Utility or its customers.

Section 3. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in that bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his employment. If the employee

has not complied by the end of the period, the Union shall notify the Personnel Administrator, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the Utility, losing all seniority rights and other rights and benefits established by this Memorandum.

- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 4. Dues checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Memorandum and who are members of the Union, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharges. In the event of an undercharge the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

ARTICLE III

Non Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by law. This agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff, or termination.

ARTICLE IV

Grievance Procedure

Section 1. Procedure

- (a) The Utility and the Union recognize that, from time to time, grievances, disputes and complaints may arise over matters within the purview of this Memorandum. Therefore, whenever the Union or any employee covered by this Memorandum feels that the Utility has acted erroneously or improperly

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in interpreting or applying any of the provisions of this Memorandum, then the Union or the employee, within five working days of the Utility's action, may invoke the provisions of this Article IV. The grievance shall be processed during regular working hours in the manner hereinafter set forth.

First Step: The aggrieved employee shall present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled within five working days, Saturdays, Sundays, and holidays excluded, the grievance shall be moved to the Second Step. If an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step: The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not settled within five additional working days or within ten working days from the beginning of the first step if this occurs later, then the employee, the Union representative and the Superintendent of the Department shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Memorandum claimed to have been violated and the remedy the Union wishes the Utility to make.

Third Step: The employee and the Union representative shall discuss the grievance with the Personnel Administrator. If a satisfactory adjustment is not reached within five more working days, the grievance shall be forwarded to the Fourth Step.

Fourth Step: The employee and the Union representative shall discuss the grievance with the Chairman of the Board of Public Works. If a satisfactory adjustment has not been reached within ten working days, either party shall have not more than thirty calendar days to elect to submit the grievance to arbitration; evidence of this election shall consist of a written notice to that effect given to the other party.

Section 2. Extension of Time Limits

- (a) In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next steps may be extended by mutual agreement.

Section 3. Mutual Undertaking

- (a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program, and protect service to the public at all times.
- (b) The services performed by the employees covered by this Memorandum are essential to the operation of a municipal utility and to the welfare of the public dependent thereon. In consideration thereof:

ARTICLE IV (Con't)

- (1) The Union agrees that in no event whatsoever will any of the employees covered by this Memorandum be permitted to cease or refuse the continuous performance of their duties in order to coerce the Utility in a dispute.
- (2) The Union agrees that, if any of the employees covered herein do cease or refuse work of their own volition, the Utility will be free to obtain competent services to continue its normal operations.
- (3) The Utility agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department, but this shall not be interpreted to restrain the Utility from awarding contracts for work covered by this Memorandum, when, in the judgment of the management, greater efficiency or economy would result. However, if it is decided to contract any type of work covered by this Memorandum, it is agreed that no employee having one year or more of seniority will be laid off or transferred to a lower classification of work.
- (4) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

If an employee called in to work reports under the influence of alcoholic beverages and is unable to perform his or her duties and/or constitutes a safety danger to himself/herself or other employees because of this condition, the employee shall be sent home.

ARTICLE V

Arbitration

Section 1. Arbitration Procedure

Upon receipt of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

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Section 2. Expenses

The expenses and fees of the arbitrator shall be borne equally by the Utility and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

Section 3. Arbitrator's Jurisdiction

The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Memorandum. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Liability

In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any earnings and employment compensation received by any employee from any source during the period of the back pay award.

ARTICLE VI

Regulations and Working Conditions

Section 1. Working Schedules

The regular working hours shall be as follows:

- (a) Control Operators & Aeration Operators: Eight consecutive hours per day for six consecutive days, and then two days off, Sundays and holidays included, all in accordance with the schedule posted at the Utility. Shift working hours shall be: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 midnight; and 12:00 midnight to 8:00 a.m.
- (b) Grit & Digester Operator: 8:00 a.m. to 4:00 p.m., Monday to Friday inclusive.
- (c) Relief Operators: Relief Operators may be utilized in any of the following classifications: Control Operator, Aeration Operator, and Grit and Digester Operator. A Relief Operator's working schedule shall be that of the job on which he is relieving.
- (d) Repairmen, Equipment Operators, Laborers, and Plant Electrician: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive.
- (e) Wastewater System Inspectors: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive.
- (f) Laboratory Technicians: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Monday to Friday inclusive, and 7:30 a.m. to 11:30 a.m. on alternate Saturdays. One half day (4 hours) shall be taken off on an afternoon as compensatory time for each alternate Saturday worked.
- (g) Custodian: 6:00 a.m. to 11:30 a.m. and 12:00 noon to 2:30 p.m., Monday to Friday inclusive.
- (h) Building Service Man: 7:30 a.m. to 11:30 a.m. and 12:00 noon to 4:00 p.m., Tuesday to Saturday inclusive.
- (j) Relief Operations: When a temporary vacancy such as one due to vacations or sickness or other emergencies occurs in the control or aeration operators classifications, a Relief Operator shall normally be assigned to cover the vacancy. If a Relief Operator is not available and if the vacancy can be filled at straight time by temporarily transferring a qualified employee from another classification, such employee may be assigned to the vacancy until the incumbent returns or a Relief Operator becomes available. If overtime is involved and a Relief Operator is not available, and if regularly assigned operators are available and can be contacted, they shall have preference for the overtime.

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Section 2. New Employees

- (a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the Utility can release such employees at its sole discretion without giving rise to a grievance.
- (b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his probationary period.

Section 3. Seniority

- (a) Seniority (length of service in continuous employment) for the purpose of this Memorandum shall date from the first day of employment with the Utility.
- (b) The seniority of an employee shall terminate under any of the following conditions:
 - (1) When he has been laid off for a period of more than one year.
 - (2) When a laid off employee fails to give notice of his intention to return to work within forty-eight hours after the Utility has sent to his last known address a certified letter requesting his return.
 - (3) When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
 - (4) When he resigns his employment with the Utility.
 - (5) When he is discharged for a just cause.
 - (6) When he violates the conditions of a leave of absence.
 - (7) When he is pensioned by the Utility.
 - (8) When he is absent more than three (3) days without reporting his absence to his supervisor unless unusual circumstances make it impossible to give such notice.

Section 4. Layoffs

- (a) When layoffs become necessary, employees with the least seniority in a classification shall be laid off in reverse order of seniority to the extent that shall be required by the reduced work available.
- (b) Employees subject to layoff may displace the least senior employee of lesser seniority in a classification of equal or lower level in which an employee has had previous experience within the past five (5)

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years and/or in which he is currently qualified to perform the work. If the employee chooses not to displace as above described, he may elect to be laid off, provided his recall rights in such a case shall be limited to openings in the job classification from which he was laid off.

- (c) An employee transferred to another job classification in accordance with the terms of this Section may receive the maximum of the rate range for the job classification to which he is transferred, but in no event higher than the rate held at the time of layoff.
- (d) When adding to the forces, those in the classification most recently laid off, within a period of one year, shall be the first in the classification to be reemployed, if available and qualified, provided they are physically able to do the work.
- (e) All time off during any one calendar year in excess of thirty (30) days for layoffs or leave of absence respectively shall be deducted in computing years of service.

Section 5. Promotions

- (a) Promotions to jobs covered by this Memorandum shall be made so that the best qualified man is promoted. Where fitness, ability, efficiency and other qualifications appear to be equal, seniority shall govern.
- (b) When a job covered by this Memorandum is to be filled, the Utility shall post notices to that effect on its bulletin boards for a period of not less than three working days and shall invite bids for the vacancy. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.
- (c) Before forwarding to the Personnel Administrator his recommendation for filling the vacancy, the Superintendent of the Department may discuss with the Union representative the qualifications of those employees who bid on the vacancy.
- (d) Within five working days following the end of the bidding period, the Superintendent shall make the award to the successful bidder.
- (e) When the Plant Superintendent is of the opinion that there are no qualified bidders, he shall so inform the Union Steward and those bidding for the job.

Section 6. Sick and Accident Leaves

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at his regular rate of pay and one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick

leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) a disability, or (b) any other period he is absent from work without pay therefore. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.

- (b) If a regular hourly rated employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of absence from work, the employee shall be entitled to sick leave allowances, earned in accordance with the foregoing accrual procedure and payable on regular pay days, for the duration of that disability or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.

- (1) An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit provided employee has not received previous payment for hours not worked according to this paragraph during the eight week period preceding the day on which current illness occurs.

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, and daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Utility. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Utility. Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for any injury not connected with the employee's job shall be exempt from the foregoing provisions.

- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of the vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation.

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- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to his sick leave allowances for the duration of that disability, but they shall be limited to the lesser of the periods specified in subparagraphs (1) and (2) of paragraph (b) of this section 6.
- (g) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee with respect to each disability shall:
- (1) Be a regular employee.
 - (2) Have sick leave credit when he becomes disable.
 - (3) Have reported the cause of his absence before the end of the first scheduled working day of absence.
 - (4) Promptly present a physician's certification that he is disabled, if requested by the Utility.
 - (5) Be disabled for more than one of his consecutive scheduled working days.
 - (6) Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Utility's medical representatives as, in the Utility's judgment, may be necessary to ascertain his condition.
- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.
- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the Utility.
- (k) Notwithstanding the one-day provisions of paragraph (b) and paragraph (h), subparagraph (5), but otherwise subject to all of the terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the

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employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.

- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmens's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his receipt of such other payments.
- (m) A salaried employee shall receive his regular pay for sick or personal accident leave, earned as above, from the first day of any such absence, all such days being deducted from his accumulated sick and accident leave.
- (n) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he shall be subject to a one-week layoff for the first offense and discharge for any subsequent offense.
- (o) WAIVER OF ONE-DAY WAITING PERIOD: The Utility shall waive the one-day waiting period for any hourly rated employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability.

Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Memorandum in satisfying the terms of this Section 6; however, payments made for occupational injuries shall be excluded.

Section 7. Leaves of Absence

- (a) With the written approval of the Department Head, a maximum of thirty calendar days' leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Administrator of the City Utilities. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or the General Superintendent, up to a maximum of one (1) year, and the Union shall be notified of the extension. While on such leave, the employee shall not be deemed to have forfeited his seniority and rights.
- (b) Any employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere or remains away for more than six months without the written consent of the Utility, his employment with the Utility shall be deemed to have been terminated.

- (c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.
- (d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

Section 8. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the Utility any business which requires them to be absent from duty with the Utility shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for the time spent in bargaining the terms of a new agreement until the aggregate of such payment totals but does not exceed sixty-four man-hours. Not more than four such employees shall be excused from their duties at any one time.
- (d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the Utility shall, at the end of his term of office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the Utility to take over Union duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the Utility during his absence..

Section 9. Funeral Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, spouse or children, or (2) any other relatives living in the same residence as part of the same household), he shall receive upon request a maximum of three consecutive scheduled working days off, not extending beyond the day following the funeral, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of a brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 10. Jury Leave

- (a) An employee absent from his duties with the Utility because of jury duty shall receive upon presentation of proper evidence, the difference between his base pay and the payment received for such period of jury service.

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- (b) If an employee is absent from his duties with the Utility to appear in court as witness under subpoena (but not as a defendant), he shall be allowed a maximum of one day's leave without loss of pay.

Section 11. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 12. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his Supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action.

Section 13. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.
- (d) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position with all seniority and rights accumulated during his absence.

Section 14. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However,

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during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.

- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours' notice one day of paid personal leave.
- (d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless approved in advance in writing by the Personnel Administrator with the concurrence of the Chairman of the Board of Public Works and for reasons of mutual convenience.
- (e) When a paid holiday occurs during an employee's vacation, the Superintendent of the Water Pollution Control Plant shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Utility shall notify the employee of its choice of these alternatives before his vacation leave begins.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regularly scheduled hours and double time for all hours worked outside such regularly scheduled hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard provisions of Section 16, Premium Pay-Overtime.
- (g) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1 and end on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1 of the current year.
- (h) Except as provided in paragraph (i) below, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utilities, an adjustment of his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (i) No adjustment of his final pay shall be made for vacation accrued but not taken in the case of an employee discharged for cause or in the case of an employee who voluntarily terminates his employment without giving the Utility at least two weeks of notice.

Section 15. Legal Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day or days celebrated for the foregoing. Holidays falling on Sundays shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.
- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his regular straight time base pay for each of the holidays recognized in the Memorandum, whether such holiday falls on his regularly scheduled work day or not.
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If a shift operator works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift hours being worked; in addition, he shall receive one and one-half times his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.
- (e) If a non-shift employee works his regularly scheduled hours on a holiday falling on his regularly scheduled work day, he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay for the hours actually worked.
- (f) All other time worked on holidays shall be paid for at double the straight time rate of pay.
- (g) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.

Section 16. Premium Pay-Overtime

- (a) Except as otherwise herein provided, an hourly rated employee shall be paid time and one-half (1) for all hours worked outside his regularly scheduled hours and (2) for all scheduled hours worked in excess of forty (40) hours per work week. Double time, however, shall be paid for work on Sundays performed by all hourly rated classifications except Control Operators and Aeration Operators. Time worked on holidays shall be paid for as set out in Article VI, Section 15, entitled "Legal Holidays".
- (b) An hourly rated six-day shift employee called upon to work on the first of his two scheduled days off shall be paid double time for that day. If called upon to work the second of his two scheduled days off, he shall be paid time and one-half for that day.

- (c) A shift operator called upon to work two tricks in any twenty-four hour period shall be paid time and one-half for the hours worked on the second trick.
- (d) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Memorandum, only one overtime rate shall be effective. If the overtime rates are different the higher rate shall be applied. Notwithstanding any other provisions of this Memorandum, in no event shall the combination of overtime pay plus holiday pay or other pay applying to the hours worked be greater than double time and one-half.
- (e) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Water Pollution Control Plant in rescheduling work or temporarily transferring men in order to assure continuity at all times of plant operations.
- (f) A minimum of three hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when men are called; however, all time exceeding forty-five minutes between the time of call and the time of reporting for work shall not be paid for.
- (g) Salaried employees covered by this Memorandum shall, in general, not be paid overtime. However, when scheduled overtime is authorized in advance by the General Superintendent of the City Utilities or the Board of Public Works, the salaried employee who performs such work shall be compensated on the basis of his straight time equivalent hourly rate.
- (h) A shift premium of twelve cents (12¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the hours scheduled between 6:00 p.m. and midnight; a shift premium of seventeen cents (17¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. These premiums shall apply to swing shifts as well as to non-swing shifts. In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

Section 17. Safety Practices

- (a) If an employee neglects to follow the safety practices established by the Utility for the work he performs (including the proper use of protective equipment supplied by the Utility), he shall, after proper warning, be subject to disciplinary action.

Section 18. Retirement

- (a) Employees shall be retired on or before December 31 of the calendar year in which they reach the age of 65.

- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employee's Retirement Fund and the Social Security program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding prior to the retirement date. An employee's benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

Section 19. Insurance Coverage

- (a) Each employee who holds a Group Hospital and a Preferred Surgical and Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth the cost of his policy; the Utility shall pay the remaining three-fourths. Any employee may, however, elect not to participate in this program.
- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents (60¢) per month for each thousand dollars of coverage (maximum: five thousand dollars); the Utility shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional \$1000 Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance program.
- (c) Each employee who retires under one of the programs cited in paragraph (b), Section 18 of this Article VI and who has at least eight years of continuous service at retirement shall receive a paid-up \$1000 life insurance policy.

Section 20. Registration

- (a) The Utility and the Union agree that all citizens employed by the governmental departments and by publicly owned utilities should participate in the important responsibilities of government at least to the extent of exercising their right to vote. Accordingly, all employees who are eligible to register will be requested to register.

ARTICLE VII

Wage Schedules

Notice of any action taken by the Utility after the date of the Memorandum of Oral Understanding in the matter of adding, abolishing, or rerating positions because of changes of duties or functions shall be promptly given by the Utility to the Union. If the Union feels that any such action by the Utility is erroneous, it shall so notify the Utility in writing within five days and such matter may be made a grievance under the grievance procedure provided for in Article IV.

The Utility may employ or transfer workers in any of the classifications listed in the following schedule at the indicated beginning rate or at a higher rate (not to exceed the maximum rate for such classification), in the event the previous experience and qualifications of such employee entitle him to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with this schedule.

Schedule A

Effective December 29, 1974, the minimum wage scales for the different classifications of work expressed in bi-weekly terms for salaried employees and in hourly terms for others, are as follows:

MEMORANDUM OF ORAL UNDERSTANDING

FILTRATION PLANT

1975 and 1976

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PREAMBLE

This MEMORANDUM OF ORAL UNDERSTANDING between the Fort Wayne Water Works of Fort Wayne, Indiana, referred to hereinafter as the Utility, and Local No. 19 of the International Union of Operation Engineers, AFL-CIO, referred to hereinafter as the Union, covers all work done as heretofore by or for the Utility at the Three Rivers Filtration Plant, the St. Joe River Dam Pumping Station, the Maumee River Dam, the East Side Booster Pumping Station and the Cedarville Dam by the employees in the different classifications scheduled in Article VII hereof and by all the employees of the Utility engaged in performing such work.

WITNESSETH: That, to facilitate the peaceful adjustment of differences that may arise from time to time and to promote harmony and efficiency to the end that the Utility, the Union, and the general public may mutually benefit, the parties hereto have agreed with each other as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 10th day of January, 1975, and shall continue in force and effect through the 25th day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 26, 1976, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall be in effect from December 29, 1974, through December 25, 1976. Either party may request a wage reopening no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be December 28, 1975 or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect

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through December 25, 1976, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

- (b) Changes in the wage schedules agreeable to both parties can be made at any time.

ARTICLE II

Recognition

Section 1. Management Rights and Responsibilities

- (a) Except as otherwise provided in this Memorandum, the Utility in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the Utility's business, the right to hire, discharge, suspend, discipline, promote, demote and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The enumeration of the foregoing management prerogatives shall not be deemed to exclude other prerogatives not enumerated with management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union.

Section 2. Union Recognition

- (a) The Utility agrees to recognize the Union as the exclusive bargaining agent for all its employees within the bargaining unit as listed in Article VII concerning their wages, hours, and other conditions of employment. It is agreed that this Memorandum applies to all types or work usually performed by such employees.
- (b) The Union agrees to co-operate in replacing any employee covered by this Memorandum who is found guilty by the Utility and the Union of not performing his duties in a satisfactory manner or who acts in an objectionable manner toward his fellow employees, the Utility or its customers.

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Section 3. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit job shall begin such payments in the month in which he completes his first three months of service in such job.
- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Utility to terminate his employment. If the employee has not complied by the end of the period, the Union shall notify the Personnel Administrator, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the Utility, losing all seniority rights and other rights and benefits established by this Memorandum.
- (c) The Union agrees to indemnify and hold the Utility harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the Utility and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 4. Dues Checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Memorandum and who are members of the Union, the Utility shall deduct each month from the earnings of each of said employees an agreed upon amount representing his current regular monthly Union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the Utility. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Utility shall make the necessary additional deductions in the next succeeding month or months. In any case, the Utility's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the Utility from any and all further liabilities and claims which may arise under this paragraph.

ARTICLE III

Non Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by law. This agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE IV

Grievance Procedure

Section 1. Complaint, Grievance - Definitions

- (a) A grievance is defined as a violation, or a claimed violation, of one or more of the clauses of this Memorandum. Any complaint that this Memorandum has been violated must cite the section allegedly violated, the way in which it was violated, and redress sought. If an alleged violation cannot be shown to be in violation of a clause in this Memorandum, no grievance shall be deemed to exist and the matter in discussion shall be considered as having been resolved. The subject matter of, and the redress sought in the original written grievance, may not be altered in subsequent steps of the grievance procedure.

Section 2. Procedure

- (a) Step One: An employee who feels he has a complaint concerning an alleged violation of any of the provisions of the Memorandum shall personally discuss the complaint with his foreman or supervisor. The complaint must be presented within ten (10) working days from the date of the alleged violation. During such discussion the employee may at any time request that his Union representative be brought into the discussion. The department head may also participate at the discretion of the foreman or supervisor. As soon as possible after the discussion, and in no event more than three (3) working days later, the foreman or supervisor will give his verbal answer to the employee and steward.
- (b) Step Two: If the complaint has not been satisfactorily settled in Step One, the complaint may be reduced to writing and may be advanced to Step Two within five (5) working days from receipt of the answer in Step One. The Union representative shall discuss the grievance with the Personnel Administrator. The Personnel Administrator will render his decision in writing within five (5) working days after conclusion of this meeting.

- (c) Step Three: If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three may be made within five (5) working days from the receipt of the Step Two answer. The Union representative shall discuss the grievance with the Chairman of the Board of Public Works or his designated representative as soon as possible after appeal to this step. If a satisfactory adjustment has not been reached within five (5) working days after the Third Step meeting, the Union or the Utility may, within ten (10) working days from the date of the Third Step Meeting, notify the other party in writing of its desire to proceed with arbitration as provided in Article V of this Memorandum.

Section 3. Extension of Time Limits

- (a) In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement.

Section 4. Mutual Undertakings

The services performed by the employees covered by this Memorandum are essential to the operation of a municipal Utility and to the welfare of the public dependent thereon. In consideration thereof:

- (a) The Union agrees that employees will individually and collectively perform loyal and efficient work and service to the Utility and the public, protect Utility property, cooperate in advancing the Utility's program and protect service to the public at all times.
- (b) The Union agrees that in no event whatsoever will any of the employees covered by this Memorandum be permitted to cease the continuous performance of their duties in order to coerce the Utility in a dispute.
- (c) The Union agree that, if any of the employees covered herein do cease work of their own volition, the Utility will be free to obtain competent services to continue its normal operations.
- (d) The Utility agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department; but this shall not be interpreted to restrain the Utility from awarding contracts for work covered by this Memorandum, when, in the judgement of the management, greater efficiency or economy would result. However, if it is decided to contract any type of work covered by this Memorandum, it is agreed that no employee having one year or more of seniority will be laid off or transferred to a lower classification of work.
- (e) The Union understands and reaffirms the established Utility rule prohibiting consumption of alcoholic beverages during working hours, at break periods, or any meals when the employee is returning to work after the meal during a regularly scheduled work shift. Alcoholic beverages shall not be brought on Utility property (including City vehicles) at any time. Violation of the above shall be cause for immediate dismissal.

ARTICLE V

Arbitration

Section 1. Arbitration Procedure

- (a) Any grievance that has not been satisfactorily adjusted in the grievance procedure may be referred by the Union or the Utility to arbitration by making proper demands in writing provided for in Step Three of the grievance procedure. Upon receipt of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties.

Section 2. Expenses

- (a) The expenses and fees of the arbitrator shall be borne equally by the Utility and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator.

Section 3. Arbitrator's Jurisdiction

- (a) The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have authority to add to, ignore or modify any of the terms and conditions of this Memorandum. Any decision rendered by the arbitrator must be in writing. His opinion must cite the Article and Section of the agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

Section 4. Liability

- (a) In the event the arbitrator rules in favor of the aggrieved party, he may not order redress greater than that sought in the grievance or provided as a maximum in the grievance procedure. Any back pay ordered shall be less any earnings and employment compensation received by any employees from any source during the period of the back pay award.

ARTICLE VI

Regulations and Working Conditions

Section 1. Working Hours - Conditions

The regular working hours for Filtration Plant employees shall be as follows:

- (a) Operating Chemist, Pump, Chemical Feed and Boiler Room Operators: Eight consecutive hours per day for six consecutive days and then two days off, Sundays and holidays included.
- (b) Maintenance Men and Utility Men: 7:30 a.m. to 4:00 p.m., with one-half hour for lunch, Monday to Friday inclusive.
 - 1. When extra hours are necessary when cleaning tanks, two shifts shall be worked as follows: 6:00 a.m. to 2:00 p.m. and 2:00 p.m. to 10:00 p.m., with meals being eaten while the work is in progress. No changes shall be made in the forty-hour week and overtime on Saturdays and Sundays shall be paid for in accordance with the provisions of this Memorandum.
- (c) Plant Clerk (Maintenance): 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m., Monday through Friday.
- (d) Building Service Men: 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday.
- (e) Chemical Unloading Operator: One shift operation of forty hours, 7:30 a.m. to 12:00 noon and 12:30 p.m. to 4:00 p.m., Tuesday through Saturday. When a two-shift operation is required, the schedule shall be two shifts of forty hours each, 5:00 a.m. to 1:00 p.m. and 12:00 noon to 8:00 p.m., Tuesday through Saturday and Monday through Friday, respectively.
- (f) Analytical Chemist: 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m., Monday to Friday inclusive, and up to four hours on alternate Saturday mornings.
- (g) Qualified operators shall have first call on the first six days of a relief operation caused by sickness or other emergency. If a maintenance man is then assigned to work as a relief operator, he shall be paid, during his first six days on that relief, straight time for working any day Monday through Friday, time and one-half for Saturday and double time for Sunday. Thereafter, his schedule (as to overtime) shall be that of the regular operator.
- (h) A maintenance man assigned to operating relief during the vacation of a regular operator shall be paid overtime according to the rules set out in paragraph (g). He shall not be required to take one day off before taking over on the relief shift. When the vacation

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relief is over, he shall return to maintenance on the first scheduled work day for such work and work his regular days at straight time pay.

- (i) If a maintenance man's relief operating shifts run continuously, he shall be paid time and one-half for working every seventh and eighth day measured from his last day off or his last overtime day. If his relief operating shifts do not run continuously, i.e., are interrupted by a return to maintenance, his overtime pay during the shift following the interruption shall be according to the rules set out in paragraph (g).

Section 2. New Employees

- (a) A new employee shall be termed a probationary employee for a period of ninety days, during which time the Utility can release such employee at its sole discretion without giving rise to a grievance.
- (b) Upon completion of the above probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority which accumulated during his probationary period.

Section 3. Seniority

- (a) Seniority (length of service in continuous employment) for the purpose of this Memorandum shall date from the first day of employment at the Three Rivers Filtration Plant, the St. Joe River Dam Pumping Station, the Maumee River Dam, the East Side Booster Pumping Station or the Cedarville Dam.
- (b) The seniority of an employee shall terminate under any of the following conditions:
 - 1. When he has been laid off for a period of more than one year.
 - 2. When a laid off employee fails to give notice of his intention to return to work within forty-eight hours after the Utility has sent to his last known address a certified letter requesting his return.
 - 3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
 - 4. When he resigns his employment with the Utility.
 - 5. When he is discharged for a just cause.

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6. When he violates the conditions of a leave of absence.
7. When he is pensioned by the Utility.
8. When he is absent more than three (3) days without reporting his absence to his supervisor unless unusual circumstances make it impossible to give such notice.

Section 4. Layoffs

- (a) Layoffs shall be in accordance with the straight seniority rules, i.e., the men most recently hired in the Utility shall be laid off first. When adding to the forces, those in the group most recently laid off shall be the first in the group to be re-employed, if available.
- (b) All time off during any one calendar year in excess of thirty days for layoffs or for leaves of absence respectively shall be deducted in computing years of service.

Section 5. Promotions

- (a) Promotions shall be made by the Superintendent of the Three Rivers Filtration Plant and the Personnel Administrator, subject to the final approval of the Chairman of the Board of Public Works, so that the best qualified man is promoted.
- (b) Where fitness, ability, efficiency and other qualifications appear to the Utility to be equal, seniority shall govern.
- (c) When a job covered by this Memorandum is to be filled, the Utility shall post notices to that effect on its bulletin boards for a period of not less than four working days and shall invite bids for the vacancy. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.
- (d) Within one week following the end of the bidding period, the Superintendent shall make the award to the successful bidder.
- (e) Before forwarding to the Personnel Administrator his recommendations for filling the vacancy, the Superintendent may discuss with a Union representative the qualifications of those employees bidding on the vacancy.
- (f) When the Plant Superintendent is of the opinion that there are no qualified bidders, he shall so inform the Union Steward and those bidding for the job.

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Section 6. Sick and Accident Leaves

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at his regular rate of pay and one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) disability, or (b) any other period he is absent from work without pay therefore. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.
- (b) If regularly hourly rated employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of absence from work, the employee shall be entitled to sick leave allowances, earned in accordance with the foregoing accrual procedure and payable on regular pay days, for the duration of that disability or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.
 - 1. An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit providing employee has not received previous payment for hours not worked in accordance with this paragraph during the eight week period preceding the day on which current illness occurs.
- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the Utility. If a third party is judged liable or accepts liability for sick injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the Utility, shall also be remitted to the Utility. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the Utility are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period

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from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the Utility. Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective day of the lay-off if the employee has been notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to his sick leave allowances for the duration of that disability.
- (g) If an employee has been granted a leave of absence of more than thirty calendar days and the employee becomes disabled before the effective day of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee with respect to each disability shall:
 - 1. Be a regular employee.
 - 2. Have sick leave credit when he becomes disabled.
 - 3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
 - 4. Promptly present a physicians's certification that he is disabled, if requested by the Utility.
 - 5. Be disabled for more than one of his consecutive scheduled working days.
 - 6. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Utility's medical representatives, as, in the Utility's judgment, may be necessary to ascertain his condition.

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- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisors and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.
- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the Utility.
- (k) Notwithstanding the one-day provisions of paragraph (b) and paragraph (h), subparagraph (5), but otherwise subject to all terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the Utility, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.
- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the Utility. In like manner, any sick and accident leave allowances for Workmen's Compensation and/or a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Utility upon his receipt of such other payments.
- (m) A salaried employee shall receive his regular pay for sick or personal accident leave, earned as above, from the first day of any such absence, all such days being deducted from his accumulated sick and accident leave.
- (n) WAIVER OF ONE-DAY WAITING PERIOD: The Utility shall waive the one-day waiting period for any hourly rated employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability.
- (o) Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Memorandum in satisfying the terms of this Section 6; however, payments made for occupational injuries shall be excluded.
- (p) Any claim made under this section shall be for legitimate personal illness or injury only; if any employee makes a false claim or otherwise abuses the privileges established herein, he shall be subject to a one-week layoff for the first offense and discharge for any subsequent offense.

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Section 7. Leaves of Absence

- (a) With the written approval of the Superintendent of the Filtration Plant, a maximum of thirty calendar days of leave of absence in each calendar year may be granted to an employee for reasons other than illness and recuperation therefrom, provided the employee can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Administrator of the City Utilities. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or his designated appointee. While on such leave the employee shall not be deemed to have forfeited his seniority and rights.
- (b) An employee on leave of absence shall be permitted to return to work only if he is qualified to do so. If such employee accepts employment elsewhere or remains away more than six months without the written consent of the Utility, his employment with the Utility shall be deemed to have been terminated.
- (c) Each request for leave shall be considered on an individual basis only and shall be granted or disapproved according to its merit. Any leave taken shall be without pay.
- (d) It is not the policy of the Utility to grant a leave of absence for the purpose of working outside the Utility, unless unusual circumstances involving service to the City of Fort Wayne are involved.

Section 8. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the Utility any business which requires them to be absent from duty with the Utility shall, upon twenty-four application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for time spent in bargaining the terms of a new agreement until the aggregate of such payments totals but does not exceed sixty-four man hours. Not more than four such employees shall be excused from their duties at any one time.
- (d) Any employee elected or appointed to an office in the Union requiring him to be absent from duty with the Utility shall, at the end of his term of office, be reinstated in his former position, or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position, with all the seniority and rights accrued as of the time he left the Utility to take over Union

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duties. Other employees shall agree to the demotions necessary to make room for him on his return. He shall not be paid by the Utility during his absence.

Section 9. Funeral Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, spouse or children, or (2) any other relatives living in the same residence as part of the same household), he shall receive upon request a maximum of three consecutive scheduled work days off, not extending beyond the day following the funeral, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of a brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or son-in-law, or daughter-in-law, who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 10. Jury Leave

- (a) An employee absent from his duties with the Utility because of jury duty shall receive, upon presentation of proper evidence, the difference between his base pay and the payment received for the period of jury service.
- (b) If an employee is absent from his duties with the Utility to appear in court as a witness under subpoena (but not as a defendant), he shall be allowed a maximum of one day's leave without loss of pay.

Section 11. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity shall be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 12. Notification of Absences

- (a) When reasons beyond employee's control (such as emergency, medical, or other critical or serious circumstance) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his Supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action.

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Section 13. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked. If this higher rated job contains wage time steps, he shall first enter that job at the first step and shall accumulate credit for time spent on that job. He shall receive either his own rate or the rate of the step he enters, whichever is greater.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a deduction in his rate of pay.
- (c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.
- (d) If an employee covered under Article VII is transferred, promoted or appointed to a job with the Utility not covered by that Article, he shall upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such position with all seniority and rights accumulated during his absence.

Section 14. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.
- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours' notice one day of paid personal leave.
- (d) Vacations must in general be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another

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year unless approved in advance in writing by the Personnel Administrator with the concurrence of the Chairman of the Board of Public Works and for reasons of mutual convenience.

- (e) When a paid holiday occurs during an employee's vacation, the Superintendent of the Three Rivers Filtration Plant shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Utility shall notify the employee of its choice of these alternatives before his vacation leave begins.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regularly scheduled hours and double time for all hours worked outside regularly scheduled hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard provisions of Section 16, Premium Pay - Overtime.
- (g) In order to avoid disrupting the working schedule, the Utility shall designate the vacation periods. When setting the schedule of vacations, the Utility shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1, and end on or about December 15; however, vacation may be taken during the second half of December if arrangements are made prior to July 1, of the current year.
- (h) Except as provided in paragraph (i) below, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the Utilities, an adjustment in his final pay shall be made for vacation taken before being fully accrued.
- (i) No adjustment of his final pay shall be made for vacation accrued but not taken in the case of an employee discharged for cause or in the case of an employee who voluntarily terminates his employment without giving the Utility at least two weeks of notice.

Section 15. Legal Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, or days celebrated for the foregoing. Holidays falling on Sundays shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.
- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraph (c), shall be allowed as holiday pay the equivalent of his regular straight time base pay for each of the

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holidays recognized in this Memorandum, whether such holiday falls on his regularly scheduled work day or not.

- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Utility is given.
- (d) If a shift operator works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift hours being worked; in addition, he shall receive one and one-half times his regular straight time pay, including any applicable shift premium, for the shift hours actually worked.
- (e) If any non-shift employee works his regularly scheduled hours on a holiday falling on his regularly scheduled work day, he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay for the hours actually worked.
- (f) All other time worked on holidays shall be paid for at double the straight time rate of pay.
- (g) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.

Section 16. Premium Pay - Overtime

- (a) Except as otherwise herein provided, an hourly rated employee shall be paid time and one-half (1) for all hours worked outside his regularly scheduled hours and (2) for all scheduled hours worked in excess of forty (40) hours per work week. Except as provided elsewhere, double time shall be paid for work on Sundays. Time worked on holidays shall be paid for as set out in Article VI, Section 15, entitled "Legal Holidays".
- (b) An hourly rated six-day shift employee whose regularly scheduled work day falls on Sunday shall be paid straight time for that day. If called upon to work on either or both of his two scheduled days off, he shall be paid time and one-half, except that, when such days fall on Sundays, the rate of pay shall be double time.
- (c) Whenever hours worked are subject to overtime rates on account of two or more provisions of this Memorandum, only one overtime rate shall be effective. If the overtime rates are different, the higher rate shall be applied. Notwithstanding any other provisions of this Memorandum, in no event shall the combination of overtime pay plus holiday pay or any other pay applying to the hours worked be greater than double time and one-half.
- (d) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rate. This provision

ARTICLE VI (Con't)

shall not be interpreted to limit the Superintendent of the Filtration Plant in re-scheduling work or temporarily transferring men to avoid overtime work, whenever possible.

- (e) A minimum of three hours of straight time pay shall be allowed to all employees who are called back to work after they have been released from their regular day's work. Time shall start when men are called; however, all time exceeding forty-five minutes between the time of call and the time of reporting for work shall not be paid for.
- (f) Salaried employees covered by this Memorandum shall, in general, not be paid overtime. However, when scheduled overtime is authorized in advance by the General Superintendent of the City Utilities or the Board of Public Works, the salaried employee who performs such work shall be compensated on the basis of his straight time equivalent hourly rate.
- (g) A shift premium of twelve cents (12¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the hours scheduled between 6:00 p.m. and midnight; a shift premium of seventeen (17¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. These premiums shall apply to swing shifts as well as to non-swing shifts.

In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.

Section 17. Safety Practices

- (a) If an employee neglects to follow the safety practices established by the Utility for the work he performs (including the proper use of protective equipment supplied by the Utility), he shall, after proper warning, be subject to disciplinary action.

Section 18. Retirement

- (a) An employee shall be retired at the end of the month in which he reaches the age of 65, however, he may be retained at the Utility's discretion, until December 31, of that year.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employees Retirement Fund and the Social Security Program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding prior to the retirement date. The employee's

ARTICLE VI (Con't)

benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

Section 19. Insurance Coverage

- (a) Each employee who holds a Group Hospital and Preferred Surgical and Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth the costs of his policy; the Utility shall pay the remaining three-fourths. Any employee may, however, elect not to participate in this insurance program.
- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents for each thousand dollars of coverage (maximum: five thousand dollars); the City shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional \$1000 Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance program.
- (c) Each employee who retires under one of the programs cited in paragraph (6), Section 18, of this Article VI and who has at least eight years of continuous service at retirement shall receive a paid-up \$1000 Life Insurance Policy.

ARTICLE VII

Wage Schedules

Notice of any action taken by the Utility after the date of this Memorandum of Oral Understanding in the matter of adding, abolishing, or rerating positions because of change of duties or functions shall be promptly given by the Utility to the Union. If the Union feels that any such action by the Utility is erroneous, it shall so notify the Utility in writing within five days and such matter may be made a grievance under the grievance procedure provided for in Article IV.

The Utility may employ or transfer workers in any of the classifications listed in the following schedule at the indicated beginning rate, or at a higher rate (not to exceed the maximum rate for such classification) in the event the previous experience and qualifications of such employee entitle him to such higher rate. Employees shall progress from their beginning rate to the maximum rate for their position in accordance with this schedule.

FILTRATION

Schedule A

Effective December 29, 1974, the minimum wage scale for the different classifications of work, expressed in bi-weekly terms for salaried employees and in hourly terms for others, is as follows:

	<u>First 3 Months</u>	<u>4 thru 7 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
Operating Chemist *	4.94	5.055	5.175	5.28
High Service Pump Operator *	4.665	4.765	4.86	4.965
St. Joe Dam Operator *	4.665	4.765	4.86	4.965
Chemical Unloading Operator	4.665	4.765	4.86	4.965
Boiler Room Operator *	4.585	4.675	4.765	4.875
Chemical Feed Operator *	4.585	4.675	4.765	4.875
Mechanic A	5.14	5.27	5.40	5.51
Mechanic B	4.745	4.865	4.95	5.055
Mechanic C	4.585	4.675	4.765	4.875
Electrician A	5.28	5.395	5.51	5.635
Electrician B	4.94	5.055	5.175	5.28
Painter A	4.745	4.865	4.95	5.055
Painter B	4.585	4.675	4.765	4.875
Utility Man A	4.42	4.50	4.58	4.67
Utility Man B	4.095	4.175	4.245	4.33
Temporary Student Laborer	3.28	-	-	-
Building Service Man	4.01	4.09	4.165	4.165
Building Service Foreman(Working)	4.42	4.50	4.58	4.67

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	<u>First 3 Months</u>	<u>4 thru 7 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
Plant Clerk (Maintenance)	4.585	4.675	4.765	4.875
Hurshtown-Cedarville Operator	4.585	4.675	4.875	4.875
Clerk Stenographer	284.40	292.80	302.00	312.80
Clerk Typist	268.00	276.40	287.60	296.00
Analytical Chemist				
-- 1st 3 months	414.00			
-- Next 6 months	424.80			
-- Next 6 months	437.60			
-- Next 6 months	450.80			
-- Next 6 months	463.60			
-- Next 6 months	478.00			
-- Next 6 months	492.00			
-- Next 6 months	505.60			
-- Thereafter	520.80			

* Add shift differential, when applicable

International Union of Operating Engineers Local 19, A.F. of L.

MEMORANDUM OF ORAL UNDERSTANDING

6

STREET DEPARTMENT

1975 - 1976

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PREAMBLE

This MEMORANDUM OF ORAL UNDERSTANDING entered into by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called the City and Local No. 19 of the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, hereinafter called the Union, covers all employees within the STREET DEPARTMENT in the job classifications listed in Article VII herein.

WITNESSETH: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the City, the Union and the general public, the parties to this Memorandum have agreed together as follows:

ARTICLE I

Period of Agreement

Section 1. Working Agreement

- (a) This Memorandum shall take effect the 1st day of January, 1975, and shall continue in force and effect through the 31st day of December, 1976, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1976, or October 1, of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1976, or November 30 of any subsequent year, and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a one-month cancellation notice to be effective on January 1, 1977, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.
- (c) Changes in the working agreement agreeable to both parties may be made at anytime.

Section 2. Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall be in effect from January 1, 1975, through December 31, 1976. Either party may request a wage reopener no later than October 1, 1975. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Memorandum, the effective date of such adjustment shall be January 1, 1976, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage schedule shall remain in effect through December 31, 1976 or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

ARTICLE I (Con't)

- (b) Changes in the wage schedules agreeable to both parties can be made at anytime.

ARTICLE II

Recognition

Section 1. Union Recognition

- (a) The City recognizes the Union as the exclusive bargaining agent for all its employees within the Street Department in the job classifications listed in Article VII concerning their hours, wages and other conditions of employment. It is agreed that this Memorandum applies to all types of work usually performed by such employees.
- (b) The City agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of his membership or official position in or lawful activities on behalf of the Union.
- (c) Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining the agreement is being adhered to, provided, however, that there is no interruption of the City's working schedule. If the City requests it, the agents of the Union shall notify the employer of their presence on the premises.
- (d) Should a dispute arise between the Union and any other union relating to jurisdiction over employees or operations covered by this Memorandum, the dispute shall be resolved by the Board of Public Works and appropriate representative or tribunals of the Unions concerned.

Section 2. Agency Shop

- (a) Beginning January 1, 1968, as a condition of continued employment, all employees whose job classifications are covered by this Memorandum and who elect not to become members of the Union (1) shall pay to the Union directly or through payroll deduction, an amount of money equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union.

Each employee who enters the bargaining unit shall begin such payments in the month in which he completes his first three months of service.

- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel Administrator) that, if he doesn't pay or arrange to pay his arrears

ARTICLE II (Con't)

within seven calendar days after receiving the letter, the Union will request the City to terminate his employment. If the employee has still not complied at the end of that period, he shall be removed from employment with the City, losing all seniority rights and other rights and benefits established by this Memorandum.

- (c) The Union agrees to indemnify and hold the City harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Section 3. Union Dues Checkoff

- (a) With proper authorizations, including voluntary written wage assignments from employees who are covered by this Memorandum and who are members of the Union, the City shall deduct each month from the earnings of each of said employees an agreed upon amount representing regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the City and the Union. In the event of an overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the City shall make the necessary additional deductions in the next succeeding month or months. In any case, the City's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under this paragraph; the Union will protect the City from any and all further liabilities and claims which may arise under this paragraph.

Section 4. Union Cooperation

- (a) The Union agrees for employees covered by this Memorandum that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.
- (b) The Union recognizes that employees, in accepting work with the Street Department, accept responsibility for responding to the needs of emergency call-ins for snow storms, disaster situations and similar emergencies.
- (c) The Union agrees that in no event whatsoever will any of the employees covered by this Memorandum be permitted to cease or refuse the continuous performance of their duties in order to coerce the City in a dispute. If, nonetheless, any of the employees covered herein do cease or refuse work of their own volition, the City will be free to replace such employees and to obtain competent services to continue its normal operations.

ARTICLE II (Con't)

- (d) The City agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the Department. This shall not be interpreted to restrain the City from awarding contracts for work covered by this Memorandum when, in the judgment of its Management, greater efficiency or economy would result. However, if it is decided to contract out any type of work covered by this Memorandum, it is agreed that no employee having two years or more of seniority will be laid off.

Section 5. Management Rights and Responsibilities

- (a) Except as otherwise expressly provided in this Memorandum, the City, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, assignment of work, equipment to be used in the operation of the City's business, the right to hire, discharge, suspend, discipline, promote, demote, assign and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The enumeration of the foregoing management prerogatives shall not be deemed to exclude other prerogatives not enumerated which Management may now have. The exercise of these rights by Management shall not be used for the purpose of discrimination or injustice against employees covered by the Memorandum.
- (b) Whenever decision on discharging, suspending, disciplining, demoting, and laying off covered employees are contemplated by the City, the Union shall be advised of the reasons therefore and shall be given an opportunity to express its point of view.

ARTICLE III

Non Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, color, creed, sex, national origin or age, as provided by law. This agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

ARTICLE IV

Grievance and Arbitration Procedure

Section 1. Procedure

- (a) The City and the Union recognize that, from time to time, grievances, disputes, and complaints may arise over matters within the purview of

ARTICLE IV (Con't)

this Memorandum. Therefore, whenever the Union or any employee covered by this Memorandum feels that the City has acted erroneously or improperly in interpreting and applying any of the provisions of this Memorandum, then the Union or the employee within five working days of the City's action, may invoke the provisions of this Article IV. In any of the following steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

First Step: The aggrieved employee shall present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled within five working days, Saturdays, Sundays and holidays excluded, the grievance shall move on to the Second Step within the next two working days. If an individual employee presents a grievance that cannot be immediately resolved, the Union shall be notified that the grievance exists.

Second Step: The employee and the Union representative shall discuss the grievance with the head of the Department. If the matter is not satisfactorily settled within five additional working days, or within ten working days from the beginning of the First Step, if this occurs later, then the employee, the Union representative and the head of the Department shall prepare and forward to the Third Step within the next five working days a signed statement specifying the grievance, the section or sections of the Memorandum claimed to have been violated and the remedy the Union wishes to make.

Third Step: The employee and the Union representative shall discuss the grievance with the Personnel Administrator. If a satisfactory adjustment is not reached within five more working days, the grievance shall be forwarded to the Fourth Step within the next ten working days.

Fourth Step: The employee and the Union representative shall discuss the grievance with the Chairman of the Board of Public Works. If a satisfactory adjustment has not been reached within ten more working days, either party shall have not more than thirty calendar days to elect to submit the grievance to a Joint Arbitration Board; evidence of this election shall consist of a written notice to that effect given to the other party.

Fifth Step: The Joint Arbitration Board shall have no authority to add to, detract from or in any way modify the terms of this agreement or the wage rates set out in Article VII. The Board shall be formed and shall function as follows:

1. The City and the Union shall each select two persons from their own personnel to constitute the Board. If a majority of the Board

ARTICLE IV (Con't)

cannot agree within forty-eight hours, Saturdays, Sundays and holidays excluded, a disinterested person chosen by the unanimous vote of the Board shall constitute a fifth member.

2. If the Board cannot agree on a fifth member within forty-eight hours, Saturdays, Sundays and holidays excluded, either party shall apply to the Federal Mediation and Conciliation Service for the nomination of five arbitrators. The City and the Union shall each, within fourteen calendar days after receiving the list of nominees, strike one from the list of five nominees; the remaining person shall be the fifth member of the Board, which shall then hear the evidence and, without unfavorable delay, give its majority decision, which shall be final and binding on both parties. The expense of the fifth member shall be borne equally by the City and the Union.

Section 2. Union Stewards

- (a) The City recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.
 1. The investigation and presentation of grievances in accordance with the provisions of this Memorandum.
 2. The collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
 3. The transmittal of such information and messages which shall originate with and are authorized by the Union or its Officers, provided such information and messages have been reduced to writing, or, if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interference with the City's business.

Section 3. Committeemen

- (a) The City recognizes the right of the Union to designate Committeemen. Their duties and activities shall be limited to those mentioned in Article VI, Section 2 and Section 4.

ARTICLE V

Working Schedules

Section 1. Working Schedules and Overtime Provisions

- (a) Eight hours, with an unpaid lunch period of one-half hour shall constitute a day's work. Regular employees shall be guaranteed eight hours per day without split shifts. Time and one-half shall be paid

ARTICLE V (Con't)

for all hours worked in excess of eight hours per day. Forty hours shall constitute a week's work. Time and one-half shall be paid for all hours worked in excess of forty hours per week. Trouble Men shall be paid time and one-half for hours worked on their sixth consecutive day, and double time for hours worked on their seventh consecutive day, except for the Trouble Man working the swing trick, who shall work his regular six-day tour of duty at straight time.

- (b) Employees away from headquarters at lunch time shall have the option of remaining at the job site to eat lunch or of leaving the job site to go to the nearest suitable, agreed upon shelter or eating establishment. In the latter case, the total time spent away from the job, i.e., the unpaid half-hour lunch period plus the time spent in traveling from and to the job shall not exceed forty-five minutes.
 - (c) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or three and one-half hours at straight time, whichever is greater. Time will start when the employee rings in and will end when he rings out.
 - (d) Employees whose regular work schedule does not include Sundays shall be paid double time when they are called in to work on Sundays. Employees whose regular work schedule does include Sundays shall be paid straight time for Sunday hours worked within their regularly scheduled hours and double time for all other Sunday hours worked. Time worked on holidays shall be paid for as set out in Article VI, Section 10, herein.
 - (e) A shift premium of twelve cents (12¢) per hour shall be paid for all hours actually worked on a shift having 50% or more of the hours scheduled between 6:00 p.m. and midnight; a shift premium of seventeen (17¢) per hour shall be paid for all the hours actually worked on a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m. These premiums shall apply to swing shifts as well as to non-swing shifts.
- In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.
- (f) The City shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves; to this end therefore:
 - 1. When such overtime continues into or beyond designated meal times (the designated meal times for the Street Department being 6:00 a.m. to 7:00 a.m., 12:00 noon to 1:00 p.m., and 6:00 p.m. to 7:00 p.m.), the employee shall at his request be furnished a hot meal at the expense of the City.

ARTICLE V (Con't)

2. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day, and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period.

Section 2. Inclement Weather

- (a) The City and the Union recognize the fact that temperature, wind or precipitation or varying combinations of these factors may produce weather conditions under which outside work becomes unsafe or causes unreasonable discomfort and, under such conditions, outside work should continue only in the event of an emergency. During such periods, the City may suspend outside work or assign employees to other less exposed work, either inside or outside.
- (b) The Union recognizes that the outside worker, in electing to follow outside work, accepts reasonable discomfort from precipitation, minimum of temperature and maximum of wind and such reasonable discomfort should not justify suspension of work.
- (c) The City recognizes that when certain limits of temperature, wind velocity or precipitation are exceeded, outside work should be suspended or modified, whenever possible.
- (d) Therefore, it is agreed that when the temperature, as measured by a United States Weather Bureau approved thermometer installed at the City Utilities' Light Construction Department, is zero degrees Fahrenheit or lower, outside work should be suspended or modified, except for an emergency. As used in this paragraph, an emergency shall be deemed to exist when continuity of a public service is threatened or interrupted or when public property, public health or public safety is endangered. (Note: The accumulation of snow, ice, water, leaves or debris on public property or recreational areas shall be deemed to endanger public safety).
- (e) The Crew Leader and the employees on his crew shall confer on borderline situations arising in the field and attempt to reach an agreement. When controversies are not resolved, they shall be immediately referred to the Department Head for decisions.

ARTICLE VI

General Working Conditions

Section 1. Seniority

- (a) Seniority, as used in this Memorandum, shall mean length of service in work covered by this Memorandum, except as otherwise provided herein, and shall be measured from the first day of employment in the Street Department.

ARTICLE VI (Con't)

- (b) A new employee shall be termed a probationary employee for a period of ninety days, during which time the City can release such employee without giving cause.
- (c) Upon completion of the probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with seniority and service which accumulated during the probationary period.
- (d) The seniority of an employee shall terminate under any of the following conditions:
 - 1. When he is laid off for a period of more than one year.
 - 2. When a laid-off employee fails to give notice of his intentions to return to work within forty-eight hours after the City has sent to his last known address a certified letter requesting his return. A copy of such letter shall be sent to the Business Agent of the Union.
 - 3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.
 - 4. When he resigns his employment with the City.
 - 5. When he is discharged for just cause.
 - 6. When he violates the conditions of a leave of absence.
 - 7. When he is pensioned by the City.
 - 8. When he is absent more than three (3) days without reporting his absence to his supervisor or the department office, unless unusual circumstances make it impossible to give such notice.
- (e) All time off during any one calendar year in excess of thirty days for layoffs or leaves of absence, respectively, shall be deducted in computing years of service.

Section 2. Layoffs

- (a) Employees laid off in any job classification because of lack of work shall be laid off in the reverse order of their seniority. The employee so affected shall be entitled to jobs in the next lower classification in which they have the necessary qualifications and seniority as determined by the City after discussion with Union Committee. The employee in that lower classification consequently displaced shall be entitled to a similar preference in the next lower classification. In laying off from the lowest classification, seniority and the ability to perform the duties of that classification shall determine the employees finally to remain.

ARTICLE VI (Con't)

Section 3. Discharge

- (a) The City shall not discharge any employee covered by this Memorandum without just cause. Before any discharge is in order, the City must have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel Administrator. Each warning notice shall remain in effect for a period of six months.
- (b) However, such warning notice shall not be necessary when the discharge is for grave offenses such as proven dishonesty or violation of the City's rules covering the use of intoxicating liquors, which rules:
 - 1. Prohibit consumption of alcoholic beverages during working hours, at break periods, or at any meals when the employee is returning to work after the meal during a regularly scheduled work shift.
 - 2. Prohibit bringing intoxicating liquors on the City's premises or carrying them in the City's vehicles.

Section 4. Promotions

- (a) Promotions to jobs covered by this Memorandum shall be made by the Street Commissioner and the Personnel Administrator subject to the final approval of the Chairman of the Board of Public Works, so that the best qualified man is promoted. Where fitness, ability, efficiency and other qualifications appear to the City to be equal, seniority shall govern.
- (b) When a vacancy occurs, as determined by management, in a job classification covered by this Memorandum, the City shall, within fifteen (15) days, either inform the Union that the vacancy is not to be filled or shall post an invitation for bids on the vacancy, describing the duties, skills and qualifications required and the wage rate to be paid. When an additional position in a job classification covered by this Memorandum is to be filled, a notice shall be similarly posted. Responsibility for notifying employees who are absent on vacation or sick leave and who are eligible to bid on a posted job shall be assumed jointly by the City and the Union. Any job not covered by the Memorandum must be established by mutual agreement prior to posting.
- (c) Each such notice shall remain posted for three working days; all bids must be submitted before the end of the posting period. The selection made from among those bidding shall be posted within one calendar week following the close of the posting period. A qualified senior employee unable to submit a bid or to assume a position due to his absence on vacation or other leave shall have the right, on his return, to exercise his seniority in bumping a successful bidder with less seniority.
- (d) Before forwarding to the Personnel Administrator his recommendation for filling the vacancy, the Street Commissioner will discuss with the Union Committee the qualifications of those employees bidding on

ARTICLE VI (Con't)

the vacancy. If an employee with greater seniority who has bid for the vacancy is bypassed in filling any such vacancy, and does not receive the requested transfer, the employee shall upon request, be informed of the reasons therefore. If the City judges that there were no qualified bidders, it shall so inform the Union and those who bid for the job. In filling any such vacancy, the employee shall be temporarily transferred to the vacancy for a period of ninety (90) days, after which he shall receive the permanent classification or be returned to his original classification. If the employee is returned, the City will determine whether or not the job will be rebid, and will notify the Union Committee.

- (e) Any employee promoted under the provisions of this section shall be barred from bidding down for a period of one year except for reasons of health or other reasons acceptable to the City.

Section 5. Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job which has a higher rate of pay, he shall receive the higher rate of pay for the entire time so worked.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.
- (d) If an employee holding a job covered by this Memorandum is transferred, promoted or appointed to a job within the Department not covered by this Memorandum, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or if such former position has been eliminated, to a job in the higher classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

Section 6. Sick and Accident Leaves

- (a) A regular employee shall accrue paid sick and personal accident leave at the rate of one week of forty working hours at one-half his regular rate of pay for each of his full six-month sick leave accrual periods up to a maximum of twenty-six weeks at his regular rate of pay and twenty-six weeks at one-half of his regular rate of pay. The date from which sick leave accrual shall begin shall be the date the employee last became a full time employee, advanced by the number of days included within each period he does not work for five (5) or more consecutive days by reason of (a) a disability, or (b) any other period he is absent from work without pay therefore. For the purpose of advancing said beginning date, the first day to be counted shall be the first day of absence from work.

ARTICLE VI (Con't)

- (b) If a regular hourly rated employee is absent from work because he is disabled for more than one of his consecutive scheduled working days, then, beginning with the second day of absence from work, the employee shall be entitled to sick leave allowances earned in accordance with the foregoing accrual procedure and payable on regular pay-days, for the duration of that disability, or until his sick leave credit is exhausted. However, if such an employee is hospitalized on the first day of a covered sickness or accident, his sick leave allowances shall begin with the first day. Sick leave allowances shall be paid out first from the employee's full time accrual; when this is exhausted, further sick leave allowances shall be paid out from his half time accrual. Under no circumstances shall accrued half time be doubled and paid out as full time.
1. An employee who reports for work as scheduled and incurs illness while at work after completing at least one hour on the job shall be paid for the remainder of the shift and no time will be charged to sick leave credit, provided employee has not received previous payment for hours not worked according to this paragraph during the eight week period preceding the day on which current illness occurs.
- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the City. If a third party is judged liable or accepts liability for such injury and makes a settlement with the employee for time lost, the amount of such settlement, up to the amount actually paid to the employee by the City shall also be remitted to the City. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (k) so that any further allowances paid by the City are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the City. Any benefits paid the employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.
- (d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.
- (e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the second consecutive scheduled working day after the end of the scheduled vacation.
- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective date of the layoff if the employee is notified of the layoff prior to the beginning of the

ARTICLE VI (Con't)

disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.

- (g) In the event an employee has been granted a leave of absence of more than thirty calendar days and he becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If any employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick leave allowances hereunder, the employee with respect to each disability shall:
 - 1. Be a regular employee.
 - 2. Have sick leave credit when he becomes disabled.
 - 3. Have reported the cause of his absence before the end of the first scheduled working day of absence.
 - 4. Promptly present a physician's certification that he is disabled, if requested by the City.
 - 5. Be disabled for more than one of his consecutive scheduled working days.
 - 6. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the City's medical representatives as in the City's judgement may be necessary to ascertain his condition.
- (i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.
- (j) No paid sick leave shall be allowed for pregnancy or for illness or injury caused by venereal diseases, use of drugs or intoxicants, or willful violence or as a consequence of working for compensation outside the City.
- (k) Notwithstanding the one-day provision of paragraph (b) and paragraph (h), subparagraph (5), but otherwise subject to all of the terms and conditions hereof, if the disability of a regular employee is caused by injury occurring in the course of employment with the City, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.

ARTICLE VI (Con't)

- (l) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (j), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment, shall be immediately due and payable by the employee to the City. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments for time off from Workmen's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the City upon his receipt of such other payments.
- (m) A salaried employee shall receive his regular pay for sick and personal accident leave, earned as above, from the first day of any such absence, with all such days being deducted from his accumulated sick and personal accident leave.
- (n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to a one-week layoff for the first offense and discharge for any subsequent offense.
- (o) WAIVER OF THE ONE-DAY WAITING PERIOD: The City shall waive the one-day waiting period for any hourly rated employee who has received not more than eight hours of paid sick leave during the twelve-week period preceding his first day of absence with his current disability. Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Memorandum in satisfying the terms of this Section 6; however, payments made for occupational injuries shall be excluded.
- (p) The sick leave records of all employees covered by this Memorandum shall be posted on the bulletin boards of the Street Department at least once each six months.

Section 7. Notification of Absence

- (a) When reasons beyond employee's control (such as emergency, medical, or other critical or serious circumstance) cause an employee to anticipate being late or absent, he shall give notice to his Supervisor prior to the starting time of the shift on which he works, in order to be eligible for sickness and accident benefits.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

ARTICLE VI (Con't)

Section 8. Examinations

- (a) Physical, mental or other examinations required by the City or by another governmental body shall be promptly complied with by all employees; the City shall pay for all such examinations. It shall not pay for any time spent by applicants for jobs.
- (b) The City reserves the right to select its own medical examiner or physician; however, the Union may if it believes injustice has been done an employee, have said employee re-examined at the Union's expense.

Section 9. Vacations

- (a) After completing his first six months of continuous service, a new employee shall receive one week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.
- (b) During subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes ten or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service, he shall receive four weeks of paid vacation in the current calendar year.
- (c) In addition to four weeks of paid vacation, each employee with twenty or more years of continuous service shall receive during each calendar year upon at least twenty-four hours' notice one day of paid personal leave.
- (d) Vacations must, in general, be taken in the calendar year in which they fall due. Paid vacation shall be carried over to another year only if approved in advance in writing by the Personnel Administrator with the concurrence of the Board of Public Works and for reasons of mutual convenience.
- (e) When a paid holiday occurs during an employee's vacation, the City shall have the option of allowing such employee either an additional day of paid vacation (to be taken at a time mutually agreeable to the City and the employee) or an additional day's pay. The City shall notify the employee, before his vacation leave begins, of its choice of these alternatives.
- (f) If an hourly rated employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on

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such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Article V.

- (g) In order to avoid disrupting the working schedule, the City will designate the vacation periods. When setting the schedule of vacations, the City will respect the wishes of the employees in the order of their seniority as far as the needs of its service will permit.
- (h) The Street Commissioner shall distribute to each employee as soon after the first of the year as is practicable a vacation form showing the number of weeks of vacation such employee is entitled to take; the employee shall indicate on the form the dates he prefers for his vacation and shall return the completed form to the Street Commissioner within fifteen calendar days or as indicated on the form. Employees may split their weeks or take them all at one time. The Commissioner shall then make the vacation assignments according to the requests submitted and in the order of the employees' seniority, modified only by the above paragraph (f). Employees who are late in returning their vacations request forms shall have their vacations assigned only after the other employees' vacations have been scheduled. The completed schedule of vacations shall then be posted; after such posting, no changes in vacations shall be allowed except by posting and bidding, with seniority governing the reassignments.
- (i) Except as provided in paragraph (j) below, when an employee with more than six months but less than fifteen years of continuous service leaves the service of the City, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (j) However, in the case of an employee voluntarily terminating his employment, no adjustment shall be made for vacation accrued but not taken, unless the employee has given the City a minimum of two weeks notice.

Section 10. Legal Holidays

- (a) Holidays within the meaning of this Memorandum shall be New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day, or days celebrated for the foregoing. Holidays falling on Saturday shall be celebrated on the preceding Friday.
- (b) Each hourly rated employee covered herein, subject to the limitations of the following paragraphs (c) and (e), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays falling on his regularly scheduled work day.
- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the City is given.

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- (d) If an employee is called to work any of his regularly scheduled hours on a holiday, he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay (double time and one-half only) for the hours worked. Double time shall be paid for all holiday work he performs outside his regularly scheduled hours.
- (e) Holiday pay shall not be granted in lieu of sick and accident leave pay if such sick leave begins prior to and extends past the holiday.
- (f) An hourly rated employee temporarily working in a classification on a wage rate higher than his base rate shall receive such higher rate for the holiday if he works the scheduled hours in the temporary classification on both the work day preceding and the work day following the holiday.

Section 11. Leaves of Absence

- (a) A maximum of thirty calendar day's leave of absence in each calendar year may be granted to employees for reasons other than illness and recuperation therefrom with the written approval of the Department Head, provided they can be spared from duty. Such leave may be extended to six months with the written approval of the Personnel Administrator. Subsequent extensions may be granted by approval of the Chairman of the Board of Public Works or his designated appointee. While on such leave, employees shall not be deemed to have forfeited their seniority and rights.
- (b) The terms and conditions of each leave of absence granted shall be written out in triplicate; one copy shall be retained by the City, one shall be given the employee granted the leave and one shall be forwarded to the Union for its information and records.
- (c) In the case of absences of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without written consent of the City, their employment and rights with the City shall be deemed to have terminated. Any such leave taken under this section shall be without pay.
- (d) Each request for leave shall be considered on an individual basis only and shall be granted or refused according to the City's judgment of its merit.
- (e) It is not the policy of the Street Department to grant a leave of absence for the purpose of working outside the Street Department, unless unusual circumstances involving service to the City of Fort Wayne are involved.

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Section 12. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the City any business which requires them to be absent from duty with the City shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.
- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base wages for time spent in bargaining the terms of a new agreement until the aggregate of such payments totals but does not exceed sixty-four man-hours. Not more than four such employees shall be excused from their duties at any one time.
- (d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the City shall at the end of his term of office be reinstated in his former position or if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the City to take over Union duties. On his return, other men shall consent to the demotions necessary to make room for him. He shall not be paid by the City during his absence.

Section 13. Death Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, legal guardian, spouse or children or (2) any other relative living in the same residence as part of the same household), he shall receive upon request a maximum of three consecutive scheduled work days off, not extending beyond the day following the funeral, without loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of his brother, sister, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such day.

Section 14. Jury Leave

- (a) Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon presentation of proper evidence.

ARTICLE VI (Con't)

Section 15. Military Leave

- (a) Regular employees covered by this Memorandum who serve this country in a military capacity will be re-employed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts.

Section 16. Retirement

- (a) Employees shall be retired on or before December 31, of the calendar year in which they reach the age of sixty-five.
- (b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Municipal Utilities Pension Fund, the Public Employees' Retirement Fund and the Federal Social Security program. Eligibility for severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of the Memorandum of Oral Understanding immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$4.00 for each eight hours of accumulated full time sick leave and \$2.00 for each eight hours of accumulated half time sick leave credited to the employee just before his retirement.

Section 17. Safety Practices

- (a) If an employee neglects to follow the safety practices established by the City for the work he performs (including the proper use of protective equipment supplied by the City), he shall, after proper warning, be subject to disciplinary action.
- (b) Both the City and the employees covered by this Memorandum recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City shall forthwith inform the proper supervisors, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.

Section 18. Insurance Coverage

- (a) Each employee who holds a Group Hospital, Preferred Surgical and Medical Health Security Policy (whether for individual or family coverage) shall pay through payroll deductions one-fourth of the cost of his policy; the City shall pay the remaining three-fourths. Any employee may, however, elect not to participate in this insurance program.

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- (b) Each employee who holds a Group Life and Accidental Death and Dismemberment Certificate shall, through payroll deductions, pay toward the cost of his Group Life Certificate sixty cents per month for each thousand dollars of coverage (maximum: five thousand dollars); the City shall pay the remainder of the cost of the Group Life Certificate and the entire cost of an additional \$1000 Group Life Insurance, and also the entire cost of the Group Accidental Death and Dismemberment Certificate. Any employee may, however, elect not to participate in this insurance program.
- (c) Each employee who retires under one of the programs cited in paragraph (g), Section 16 of this Article VI and who has at least eight years of continuous service at retirement shall receive a paid-up \$1000 Life Insurance Policy.

Section 19. Registration

- (a) The City and the Union agree that all employees of publicly owned utilities and of governmental departments should participate in the important responsibilities of government at least to the extent of exercising their right to vote. Accordingly, all employees who are eligible to register will be requested to register and vote.

Section 20. Separability and Savings

- (a) If any Article or Section of this agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement or of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliances or enforcement has been restrained shall not be affected thereby.
- (b) If any Article or Section is held invalid or if enforcement of or compliance with such Article or Section has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE VII

Wage Schedule
and
Job Classifications

All wages set forth in this Memorandum shall be considered minimum wages only and in no case shall a maximum wage scale be set up for any class of employee.

It is further agreed and understood that the scale of wages hereinafter set forth shall continue in effect without change during the life of the Memorandum of Oral Understanding, except as may be mutually agreed upon between the parties hereto.

Provided such action is not in conflict with the provisions of Article VI, Section 4, the City may employ or transfer workers in any of the classifications listed in the following schedule at the indicated beginning rate or at a higher rate in the event the previous experience and qualifications of such employees entitle them to such higher rate. An employee shall progress from the beginning rate to the maximum rate for his position in accordance with this schedule.

STREET DEPARTMENT

Schedule A

Effective January 1, 1975, the minimum wage scale for the different classifications of work is as follows:

	<u>First 3 Months</u>	<u>4 thru 9 Months</u>	<u>8 thru 11 Months</u>	<u>Over 11 Months</u>
General Foreman	5.31	-	-	5.31
Crew Leader	5.175	-	-	5.175
Mechanic A *	5.175	-	-	5.175
Welder	4.90	-	-	4.90
Operator A	4.90	-	-	4.90
Mechanic B *	4.75	-	-	4.75
Culvert & Drainage Repairman	4.74	-	-	4.74
Operator B	4.70	-	-	4.70
Chief Dispatcher	4.70	-	-	4.70
Sweeper Operator	4.635	-	-	4.635
Trouble Man	4.60	-	-	4.60
Truck Driver	4.42	4.51	4.60	4.60
Dispatcher	4.245	4.33	4.39	4.39
Laborer	4.045	4.165	4.245	4.33

* Temporary classifications pending planned elimination of this type work from the department. Mechanics will check tools in and out and will be responsible to the point of replacing lost or missing tools.

Collective Bargaining

5-20-16

74 Code 20-16

✓ 5-20-87 passed 1-27-87

✓ 6-16-92 " 4-26-92

✓ 6-05-95 " 2-14-95

✓ 6-23-92 " 5-29-92

5-81-80 ^{5/16/94}
passed 7-29-80

Police + Firefighters

74 Code 20-117

20-119

20-121

5-156-78 passed 9-12-78

6-1504 " 8-10-04

6-23-88 " 7-26-88

5-109-92 " 7-15-92

✓S-84-73

✓S-155-76

passed 9-14-26

(j) *Severability*: If any term or provision of this section is deemed to be unenforceable, illegal or unconstitutional or otherwise invalid as so deemed by a court of competent jurisdiction, then the remaining provisions of this section shall not be affected thereby.

(k) *Construction*: This agreement shall be construed in accordance with the laws of the State of Indiana and this section shall not deem to apply to the city or any labor organization or employee, or any federal or state law not otherwise applicable.

(l) *Common council approval*: Notwithstanding anything herein to the contrary, all decisions in regards to annual pay and monetary fringe benefits shall be subject to approval by the common council, in accordance with budgetary guidelines, as provided by I.C. 36-4-7-3. (Ord. No. S-20-87, §§ 1-12, 1-27-87)

Editor's note—Ord. No. S-20-87, §§ 1-12, adopted Jan. 27, 1987, has been treated by the editors as superseding S-20-16, pertaining to salary increases of employees in relation to collective bargaining and as derived from Ord. No. S-81-80, §§ 4-7, adopted July 29, 1980, in its entirety and has been codified as a new § 20-16 herein.

Sec. 20-17. Police and fire department additions and modifications.

The base pay and other compensation for patrolmen in the Fort Wayne Police Department is hereby established as provided in the attached Exhibit "B", made a part hereof, as reached through the collective bargaining process; police officers of the rank of sergeant through lieutenant inclusive are as established in attached Exhibit "C"; firefighters of the rank of firefighter through captain are established in attached Exhibit "D". Furthermore, the following additions and modifications, developed through the collective bargaining process, are hereby approved and thus modify the basic salary ordinance [section 20-15]:

Police and fire employees, as indicated herein, participate in collective bargaining on an annual basis with the city for economic conditions. Pursuant to state statute, such economic conditions must be approved by the common council. Such economic conditions include, but are not limited to, base pay and monetary fringe benefits. These matters will be negotiated by and between the city and the appropriate bargaining unit for the year 1988.

AGREEMENT

between



CITY OF FORT WAYNE, INDIANA

and



INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

LODGES NO. 2569, 2570 and 2571

November 7, 1975

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PREAMBLE

This Agreement is made and entered into on this 7th day of November, 19 75, by and between the City of Fort Wayne, Indiana, hereinafter referred to as the "Employer", and Local Lodges 2569, 2570, and 2571, International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union".

WITNESSETH

It is agreed by and between the parties hereto that the following, including attached supplements, shall constitute and be the entire Agreement between the parties hereto in respect to rates of pay, hours of work, and other conditions of employment for and during the term of this Agreement, and neither party shall be required to negotiate with the other during the terms of this Agreement on any bargainable issues or subjects, except as may be herein specifically provided, and all rights and obligations created or incurred under and by virtue of the provisions of this Agreement shall terminate with the termination of this Agreement.

ARTICLE I

PURPOSE

Section 1. Purpose - The purpose of this Agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning wages, hours and working conditions and to establish a basis for the cooperative solution of industrial relations problems by responsible parties to the end

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that a spirit of peace and cooperation be maintained.

ARTICLE II

RECOGNITION

Section 1. Recognition of Union - The Employer hereby recognized the Union as the exclusive representative of all employees as defined below not withstanding all exclusions as listed for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Section 2. Unit Designation - The following represents the bargaining units in accordance with Indiana Law that shall effect an Agreement in matters relating to Article II, Section 1.

UNIT I

Including: All Professional, Technical, Office and Clerical Employees of the Civil City, C.E.T.A. Administrative Staff, Airport Authority, Park Department, Housing Authority, Engineering and Technical Service Departments of the Municipal Sewer, Water and Electrical Utilities and all Employees under the Comprehensive Employment and Training Act, hereafter referred to as C.E.T.A. in the above named Departments who qualify by virtue of their work as eligible for Unit I.

Excluding: Supervisory Employees, Confidential Employees, and those Employees now covered by Memorandums of Oral Understanding with International Union of Operating Engineers, International Brotherhood of Teamsters, International Brotherhood of Firemen and Oilers and, Office, Professional Employees International Union.

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UNIT II

Including: All Supervisory Employees of the Civil City, C.E.T.A. Administrative Staff; Airport Authority; Park Department; Housing Authority; General and Administrative Offices, Water Maintenance and Service, Engineering and Technical Service Departments of the Municipal Sewer, Water and Electrical Utilities; and all Employees of C.E.T.A. in the above named Departments who qualify by virtue of their work as eligible for Unit II.

Excluding: Confidential Employees, Supervisory Employees in the Street Department of the City of Fort Wayne and Municipal Water and Sewer Utilities covered by Memorandums of Oral Understanding with the International Union of Operating Engineers, International Brotherhood of Teamsters, International Brotherhood of Firemen and Oilers and all Commissioned members of the Police and Fire Departments.

UNIT III

Including: All Service and Maintenance Employees of the Civil City, Airport Authority, Park Department, Housing Authority, civilian Employees of the Police and Fire Departments and all Employees of C.E.T.A. in the above named Departments who qualify by virtue of their work as eligible for Unit III.

Excluding: All Supervisory Employees, Confidential Employees, and Employees of the Municipal Water, Sewer and Electric Utilities covered by Memorandums of Oral Understanding with the International Union of Operating Engineers, Office and Professional Employees International Union, International Brotherhood of Firemen and Oilers, International Brotherhood of Teamsters, all Commissioned and Uniformed members of the Police and Fire Departments.

*P.P.A.
Kaw*

ARTICLE III

COVERAGE

Section 1: The provisions of this Agreement shall be binding upon the City of Fort Wayne, Indiana and its successors, assigns, and/or future assignees; and shall be unaffected by any reorganization, reclassification, merger, or other change in the legal status of the City of Fort Wayne, Indiana, or in any governmental unit presently a part of the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by any sale, transfer or assignment of any property owned, leased, managed or controlled by the City of Fort Wayne, Indiana; and all terms and obligations herein contained shall be unaffected by legislation subsequent to the effective date of this Agreement respecting the capacity to contract of the City of Fort Wayne, Indiana, and/or any executive department thereof.

Section 2: The provisions of this Agreement shall be applicable to all programs, projects, services, and/or activities undertaken by any executive department of the City of Fort Wayne, Indiana, subsequent to the execution of this agreement; the provisions of this Agreement shall also be applicable to any program, project, service, or activity presently being performed by any executive department of the City of Fort Wayne, Indiana, which subsequent to the execution of this Agreement, is delegated to a private party and/or any governmental unit by ordinance or by contract between the City of Fort Wayne, Indiana and a private party, and/or governmental unit.

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ARTICLE IV

MANAGEMENT RESPONSIBILITY

Section 1. Recognition of Management - The Union hereby recognizes the Employer as having the sole right to direction of the working forces, included but not limited to the right to determine the work to be performed by employees; to employ, promote, demote, transfer, lay off, discipline, suspend or discharge for cause; to assign work and the number of hours to be worked, including overtime work; to increase and decrease the working force; to establish standards and methods; to subcontract work, transfer work or otherwise perform work as required by the demands to maintain the efficiency of public operations. The Employer in exercising the rights set forth herein, recognizes that certain express conditions of employment are set forth in this Agreement which limit and restrict these defined Employer rights. Therefore, the Employer agrees that in exercising the rights herein, nothing shall be construed, or applied, in any manner which negates, modifies, or supersedes the rights of employees, or the Union, where such rights are expressly set forth in this Agreement.

Section 2. Rules and Regulations - The Union recognizes that the Employer reserves the right to establish rules, and/or change existing rules affecting working conditions. It is agreed that all such rules shall be reasonable in content and application. Disputes arising therefrom shall be subject to the grievance procedure. The Union will be furnished a copy of any new or revised rules affecting bargaining unit employees at least / ^{ten (10)} working days in advance of the effective date.

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ARTICLE V

UNION SECURITY AND MEMBERSHIP

Section 1. Union Membership - Consistent with the applicable provisions of this Agreement the Employer shall have the right to employ whomsoever it determines is qualified for job vacancies which become open during the life of this Agreement.

As a condition of continued employment, all employees whose job classification is included within the recognized unit description outlined in Article II of this Agreement, shall either become a member of their respective Local Lodge and pay dues thereto, or in lieu thereof shall pay to the respective Local Lodge recognized as their bargaining representative an amount equal to the Unions initiation fee and shall thereafter pay to the Union each month, either directly or through the payroll deduction, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Employees entering the bargaining unit shall begin such on the first (1st) day of the month following completion of their probationary period.

Each member of a bargaining unit covered by this Agreement who has not become a member of the Union, or in lieu thereof has not tendered the equivalent of Union dues as provided above, within seven (7) days following the first day of the month following the effective date of this Agreement, or the first day of the month following the completion of their respective probationary period, shall be notified by the Union by certified mail, with a copy to

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the City Labor Relations Manager, that failure to pay either dues or Agency Shop fees within ten (10) days following receipt of such notice shall result in termination of employment.

The Employer shall within three (3) working days after receipt of notice by certified mail from the Secretary-Treasurer of the Union discharge any member of a recognized bargaining unit who fails to maintain good standing as required by the preceding paragraph.

No member of a bargaining unit covered by this Agreement or any member of a bargaining unit whose employment is terminated because of any provision of this Article, or the Union, shall have any claim for loss of time, wages, or any other damages against the Employer because of agreeing to this Article of this Agreement.

The Employer will accept a signed dues deduction authorization, or agency fee deduction authorization, by any member of a bargaining unit covered by this Agreement as equivalent to a continuing voucher by such member of a bargaining unit in the amount of monthly dues, or fees, to the Union (certified by the Secretary-Treasurer of the cognizant Local Lodge as the proper amount) and such authorization shall remain in effect for the duration of this Agreement. However, any such authorization may be revoked by an employee on a sixty (60) day written notice by certified mail to the employer with a copy being sent to the Union. See Appendix "A" for an example of the dues deduction authorization card.

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Deduction of Union dues shall be made on the first payday of the month following the month in which the authorization was received and monthly thereafter on the first payday of the month. Deductions provided herein shall be remitted to the cognizant Secretary-Treasurer of the Union no later than the twentieth (20th) day of the month in which the deductions were made and shall include all deductions made in that month. The Employer shall furnish, with the deductions remitted, an alphabetized listing of each employee for whom a deduction is made showing the exact amount of each respective deduction made.

ARTICLE VI
UNION REPRESENTATION

Section 1. Upon prior notice to the Labor Relations Director, or his designated representative, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. It is expressly agreed that the Employer is hereby released from any and all liability for an injury to such agent, occurring while he is on the premises of the Employer.

Section 2. The Employer will recognize three (3) committeemen from each Bargaining Unit, one (1) of whom shall be designated as chairman of the committee. No deduction in wages shall be made against a member of the union committee, Shop Steward, nor any employee for necessary time consumed in conferences with representatives of the employer in connection with legitimate collective bargaining business, or grievance handling. Conferences for the handling of such business shall be held during normal day shift business hours of the employer. The Employer will accommodate the union in respect to reasonable shift changes which will permit employees to process grievances during duty time, but will not assume any overtime liability for grievance handling.

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Section 3. Accredited representatives of the Union shall be chosen from its members who are employed by the Employer. For the purpose of this paragraph "employee" is defined as a person who is in the bargaining unit.

The Employer will recognize Shop Stewards in each department on each shift designated by the Union to the Employer in writing. Union representatives shall be afforded such reasonable time as necessary to carry out their responsibilities as defined by this Article. Any Shop Steward who finds it necessary to leave his work station to transact legitimate business may do so after notifying his Supervisor. If necessary to go into another department, the Steward will notify the Supervisor of that department that he is in the department on legitimate business. The Union agrees to make every effort in the conduct of grievance matters to minimize interference with production and the orderly operation of the Employer. Committeemen and Stewards shall be assigned to day shift hours only during their term of office.

Section 4. The Employer agrees that Union employees who file a grievance with the Employer will not be questioned in respect thereto without advising the employee in the presence of a recognized Steward of his right to Union representation.

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Section 5. Nothing in this Article shall be construed as the right to deny the International Representative or Business Agent the privilege of processing a grievance on behalf of a unit employee, or to participate in a grievance meeting conducted in accordance with the Grievance Procedure.

Section 6. The Union shall be free to withdraw a grievance at any step of the grievance procedure without prejudice.

Section 7. Employees in the unit will not be given a disciplinary lay off or be discharged, without first being given the opportunity for a fair and impartial hearing with the Labor Relations Director, or at his discretion his designated Representative. Such employee shall be afforded the right to be accompanied and represented by the Union during said hearing.

Section 8. Designated Union Representatives in exercising their collective bargaining rights as set forth in this Agreement, shall have the right to carry out their collective bargaining responsibilities within the bargaining unit without fear of reprisal, intimidation, coercion, harrassment, or discrimination for so serving. In this regard, complaints filed by the Union which alleges violations of this Section, shall be immediately and impartially investigated by a representative of the Employer who has no connection with the official involved in the complaint. Where such investigations reveal there is reason to believe the Union Representative's rights have been violated, the Employer will take necessary corrective action.

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ARTICLE VII
GRIEVANCE AND ARBITRATION

Section 1. Grievance Defined - A grievance shall mean, and be limited to, a difference of opinion between the Employer and the employee, or employees, or the Union, concerning the Employer's compliance with a specific provision, or provisions, of this Agreement or concerning discipline or discharge. When a grievance arises, an earnest effort shall be made to settle such differences promptly in accordance with the Grievance Procedure hereinafter prescribed.

Section 2. Grievance Limitations - If more than one employee has the same grievance, only two (2) such aggrieved employees representing all aggrieved employees, as selected by the Union, shall proceed through Step 1 of the Grievance Procedure set forth in this Article. The parties hereto, in processing a grievance, reserve the right, upon mutual agreement, to eliminate any of Steps 1-3 of the Grievance Procedure set forth in this Article. A grievance must be filed within ten (10) working days following the knowledge of the employee of the Employer's action which gave rise to the alleged grievance.

Section 3. Grievance Procedure - The Grievance Procedure shall be as follows:

Step 1. The grievance shall be orally presented by the aggrieved employee and/or cognizant Steward to his immediate Supervisor. The Supervisor must give his oral answer within two (2) working days, weekends and holidays excluded.

Step 2. If no satisfactory settlement is reached in Step 1 within two (2) working days, the grievance shall be reduced to writing and advanced to

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Step 2 by the Committeeman who will discuss the grievance with the Department Head. Within two (2) working days the Department Head shall give his written answer.

Step 3. If no satisfactory settlement is reached in Step 2 the Union shall forward the grievance, within five (5) working days to the Director of Labor Relations. The Director of Labor Relations will arrange to meet with the Union Shop Committee within five (5) working days after receipt of such grievance. Within five (5) working days following, the Director of Labor Relations will render his decision, incorporating the detailed position of the Employer in respect to the grievance.

Step 4. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the Employer's third step answer, notify the Employer of the Union's intent to arbitrate the dispute. Upon receipt of such notification, the Employer and the Union shall select from the following panel of five (5) Arbitrators which have been selected jointly by the parties to serve as permanent Arbitrators.

Ralph Roger Williams - Attorney at Law, Tuscaloosa, Alabama

Dr. Bruce Boals - Professor, University of Tennessee

Terrence Connors - Professor, University of Illinois

James Willingham - Attorney at Law, Indianapolis, Indiana

Peter Di Leon - Attorney at Law, Cleveland, Ohio

The Arbitrator shall not have the authority to alter, amend or change the terms or provisions of this Agreement, and his decision shall be limited to the particular grievance in question.

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The Arbitration decision shall be final and binding on the parties, and failure to implement or accept the Arbitrator's decision shall be subject to litigation for which the party found guilty of failure to implement or accept the Arbitrator's award shall be liable for any cost of litigation or other damages, suffered by the other party due to the failure of the award to be implemented or accepted.

The Union and the Employer shall equally share the fee of the Arbitrator, including any mutually agreed upon services relating to the arbitration proceedings.

Section 4. Time Limitations - All time limits prescribed herein may be extended by mutual agreement of the parties. Failure of the Employer to respond within the time limits shall constitute a basis for escalating the grievance to the next step. Failure of the Union or employees to process the grievance to the next step within the time limits shall constitute a basis for the Employer denying the grievance.

ARTICLE VIII

SENIORITY

Section 1. "Seniority" Defined - "Seniority", as the term is used in this Agreement, means the total length of continuous employment of a seniority employee within each respective bargaining unit, from the most recent hiring date. "Hiring date" as used herein, means the first day for which an employee received pay.. Employees transferring from one I.A.M. Bargaining Unit to another, shall carry over all accumulated seniority. The Employer shall furnish the Union each six (6) months with an accurate seniority list of all employees in the bargaining unit.

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
If more than one employee has the same hiring date, order of seniority shall be determined by the last four (4) digits of the employee's social security number, that is the employee with the lowest number shall have preference.

Section 2. "Seniority Employee" Defined - "Seniority employee", as the term is used in this Agreement, shall mean an employee having completed sixty (60) calendar days of employment.

Section 3. Probation - Each new employee shall be considered on a probationary basis for sixty (60) calendar days. During this period retention of the employee shall be entirely at the discretion of the Employer and not subject to review under the Grievance Procedure. If retained after such period, such employee shall be entitled to the seniority rights herein set forth.

Section 4. Administration of "Seniority" - In administering this Agreement the principal of seniority, Departmental, Bargaining Unit and Multi-Bargaining Unit, in that order, shall be the determining factor in effecting layoffs, recalls, promotion, demotions, and in respect to other working conditions where specifically stated in this Agreement. The term "Departmental Seniority" shall mean the length of accumulated service within a Department. The term "Multi-Bargaining Unit" shall mean the three (3) I.A.M. Bargaining Units as recognized by the Employer.

The seniority of employees promoted or assigned to jobs outside the bargaining unit shall continue to accumulate during the time of such transfer or promotion. In the event such employee returns to the bargaining unit he shall be entitled to whatever rights and privileges his accumulated seniority would entitle him without prejudice.



It is recognized that the Employer has the right to assign work to its employees, and seniority shall not, nor shall anything contained in this Agreement, be construed to restrict the Employer in requiring an employee in one classification from doing any work temporarily in any other classification, although employees may usually expect their work assignments to be in keeping with their regular job classification. However, it is expressly agreed and understood that the Employer in exercising the rights set forth herein shall not do so to the extent that the employees within the classification to which the assignment is made, would be adversely affected. Adversely affected as used in this context, is intended to include but not limited to layoff, recall, assignment of overtime and the temporary misassignment of an employee to work within a classification where employees regularly holding the classification are reasonably available to do the work.

Section 5. Termination of Seniority - Seniority shall terminate and with it the employment of the employee by the Employer upon the occurrence of any of the following:

- (a) The employee quits.
- (b) The employee retires.
- (c) The employee is discharged.
- (d) The employee is laid off for a period of more than eighteen (18) months.
- (e) The employee is absent for more than three (3) days without his supervisor being advised, except for good and sufficient cause.

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- (f) The employee fails to respond to a notification to return to work within five (5) days after such notice of recall is given by the Employer, by registered or certified mail to his last address according to the Employer's records.
- (g) The employee has final settlement for total disability.
- (h) The employee misrepresents the reason for a leave of absence or secures employment while on a leave of absence other than specifically provided for in the terms of this Agreement or doesn't return from a leave at the expiration of the leave period, except where reason is for good and sufficient cause.
- (i) The employee is absent because of sickness or injury or similar cause beyond that specified in the Sick Leave Policy.

ARTICLE IX

TRANSFERS AND PROMOTIONS

Section 1. Job Vacancies - Subject to the provisions of Article VIII, Section 4, and this Article, an employee with the greatest seniority shall be given preference in filling job vacancies provided he meets the minimum qualifications to do the job.

Section 2. Temporary Transfers - In the event an employee is temporarily transferred to work in a classification for which the normal rate of pay is higher than the rate of pay received by the employee in his normal classification, he shall receive the higher rate of pay. If this higher rated classification has a wage progression based on time in the job, he shall be paid on the higher rated classification at the next higher increment to the rate he normally receives. In the event an employee is transferred to

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work temporarily in a classification lower than his normal classification, he shall receive his regular rate of pay. The provision of this Article should not apply to apprentices or trainees whose work assignments are made for training purposes.

A temporary assignment is defined as one not exceeding ten (10) working days and may be done at the discretion of the Employer. Assignments which exceed ten (10) working days are defined as temporary transfers and will be accomplished by following the provisions of Section 4 of Article VIII. It is further agreed that in effecting temporary assignments, or transfers, nothing herein shall be applied in such manner that results in circumventing the posting of permanent job vacancies nor will temporary assignments be rotated to avoid effecting a temporary transfer.

Section 3. Vacancies Filled by Mutual Agreement - Notwithstanding any of the provisions of this Article, job vacancies may be filled by transfer of an employee by mutual agreement between the Employer and the Union.

Section 4. Relocated Jobs - Whenever an employee's job is relocated and made an integral part of another department, such employee shall have the option of transferring with such job or of remaining in the department. If he remains in the department, such relocated job and subsequent vacancies shall be posted in accordance with Section 6 and such employee may "bump" in accordance with Section 5.

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Section 5. Work Curtailment Vacancies - In the event of a reduction in force wherein a seniority employee's job is discontinued or a seniority employee is displaced by an employee having greater seniority, the affected employee may "bump" the employee having the least seniority in any equal or lower job classification and shift other than a Steward or Union Officer provided the affected employee has the minimum qualifications to perform the job. The employees no longer required shall be laid off.

In the event that the number of employees in the same job classification, department and shift is reduced, a Steward or Union Officer shall be the last affected, irrespective of seniority, provided the Steward or Union Officer has the minimum qualifications to perform the remaining job. If a Steward and Union Officer are in the same job classification, department and shift and the number of employees is reduced to one (1) employee, the Union Officer shall be the last affected, irrespective of seniority, provided he has the minimum qualifications to perform the remaining job.

Section 6. Job Posting and Bidding Procedure - Job vacancies as determined by the Employer, except vacancies pursuant to Sections 3 through 5, shall be posted within the department as they occur for a period of five (5) working days. If no employees bid, or if no bidding employees have the qualifications to perform the posted job, the vacancy shall be posted bargaining unit-wide (which shall include all I.A.M. units) for an additional five (5) days. If no employees

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bid, or if no bidding employees have the qualifications to perform the posted job first preference shall be given, based upon seniority, to qualified employees covered by I.A.M. Agreements with the Employer, who are regular part time, temporary, or funded by State or Federal funds and not considered regular employees of the City of Fort Wayne. In the event no employee signs a bid notice for the opening, and there are no qualified employees as defined above interested in the job vacancy, the Employer may hire a new employee for such job. Employees who do not bid shall have no cause for a grievance. An employee shall be transferred to the job awarded within ten (10) working days from the date of the expiration of the posted notice. Employees assigned or transferred pursuant to this procedure, or Section 5 shall be given thirty (30) working days in which to prove they are capable of performing the duties of the new job in a satisfactory manner. Employees awarded a job bid shall have the right to return to their previous job at any time during the trial period without prejudice.

Section 7. Disqualifications - An employee who is transferred to a "bid" job as provided in Section 6 or an employee who is transferred to a "bump" job as provided in Section 5 and who is determined not to have the ability to perform such job shall be advised, in the presence of the cognizant Steward, of the specific reasons resulting in the disqualification, and disputes arising therefrom shall be subject to the grievance procedure. The disqualified employee shall have the right to return to his previous job without prejudice.

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ARTICLE X

REDUCTION AND RESTORATION OF WORK FORCE

Section 1. Layoffs - In the event it becomes necessary to reduce the work force in a department covered by this Agreement, the principles of seniority shall prevail. Employees who are to be laid off shall be given a ten (10) day notice in advance of the effective date of the lay off or in lieu of shall be granted ten (10) days pay.

Should there be any reduction of the work force, it shall be made according to seniority and job vacancy as defined in Article / ^{VIII} Section 4 and Article XIX, Section 6, the last employee hired in the classification to be the first to be laid off and so on.

Section 2. Recall - In restoration of forces, employees shall be restored in reverse order of lay off, if available. Availability for being restored to service in accordance with seniority will necessitate laid off employees keeping the Employer and the Union informed of their addresses as notices or calls will only be sent to the last address supplied and the employees will be so notified by the Employer at the time of their layoff.

A laid off employee will be advised by the Employer by registered or certified mail addressed to his last address as supplied to the Employer, with a copy to the Union office, and should he fail to acknowledge the same within five (5) days after notice is sent of his intention to return to work or fails to report, unless a good and sufficient reason is given,

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he will be deemed to have voluntarily quit.

No new help shall be hired until the normal weekly work schedule and all employees have been recalled, except where the laid off employees do not possess the qualifications to perform the jobs where additional help is needed.

ARTICLE XI

UNIT WORK RESTRICTIONS

Section 1. - The subcontracting of bargaining unit work during the terms of this Agreement shall be handled as follows:

1. Work of a kind or nature historically performed by respective bargaining unit employees will not be contracted out unless it is beyond the capability of the Employer to accomplish within time available;
or,
2. It requires more employees than are available to accomplish the work within the time available.

However, no exception shall be authorized while respective unit employees, who are capable of performing the work, are working less than the number of hours in the basic work week, or while such employees are on layoff.

Section 2. - The Employer agrees that no work shall be contracted out that results in a reduction of force, or in a reduction in the hours of bargaining unit employees.

Section 3. - It is agreed that work of a kind or nature historically performed by bargaining unit employees will not be assigned to non-bargaining unit employees. The Employer will take such action as necessary to insure that respective bargaining unit work will be assigned to only those employees within the appropriate bargaining unit.

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ARTICLE XII

HOURS OF WORK

Section 1. Working Time - The working week, consisting of one hundred sixty eight (168) hours, made up of seven (7) consecutive twenty four (24) hour periods shall be from 12:01 A.M. Sunday to 12:00 midnight the following Saturday, except as otherwise provided in this Agreement. It is further agreed and understood that the work day, as it applied to the majority of City employees, consists of eight hours per day beginning at 8:00 A.M. and ending at 5:00 P.M., with an unpaid lunch period of one (1) hour Monday through Friday inclusive unless otherwise specially stated in the addendums to this contract. These exceptions shall be enumerated in the addendums by Units I, II or III, and the particular departments affected.

Reference herein to work weeks or work days shall not be construed as a guarantee of any number of hours of work per day or week for any employee.

Section 2.- A lunch period shall be scheduled for the first and second shifts. Employees who must travel from job site in order to purchase lunch will be allowed fifteen minutes additional time for such purposes, which will be considered work time. The employers for good and sufficient cause may change the starting time of shifts and of lunch periods. However, prior to such changes being made the Employer will give 72 hours advance written notice of such changes to the Union, setting forth in the notice the circumstances which necessitated the change. Upon receipt of such notice the Union shall have the right to meet with the employer to discuss any objections to the change. Where objections are made by the Union, the Employer will make every reasonable offer to satisfy such objection. It is further agreed that any such change in established shift hours and/or scheduled lunch periods shall be effected on the first work day of the week in which the change occurs.

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Section 3. - Immediately prior to lunch and the end of the shift, adequate and reasonable time, as determined by the work assignment, shall be allowed for the purpose of wash up and storage of personal and company owned tools.

Section 4. - Employees required to work in excess of two hours beyond their regular scheduled shift shall be allowed thirty (30) minutes time off to eat on or off the premises without loss of pay. In addition thereto, affected employees shall be paid a meal allowance of \$3.00. The principal expressed herein shall also apply to employees assigned unscheduled overtime which interferes with normal meal periods.

Section 5. - Paid rest periods of fifteen (15) minutes each shall be granted in the first and second halves of the shift. Rest periods shall be free time for employees and no restrictions regarding the necessity to punch in or out shall be imposed on any employee who desires to leave the work site during a designated break period except the requirement that the employee be on the job site ready to work at the expiration of the relief period.

ARTICLE XIII

OVERTIME

Provisions for the payment of overtime is hereinafter described in the unit addenda.

ARTICLE XIV

REPORT-IN-TIME

Any employee reporting for work on a regular workday at his regular starting time or at a later time designated by the Management shall, unless previously notified not to report, be given at least four (4) hours work in any department.

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in which work of his classification is available or four (4) hours pay at straight time rates if no work is available, unless failure to provide work is caused by an Act of God or other circumstances beyond the Employer's control.

ARTICLE XV

CALL-IN TIME

An employee who after the close of his normal shift hours is advised or called to work shall be paid a minimum of four (4) hours at the prevailing overtime rate which shall include the shift differential applicable at the time he reports. Where the reason for the call-in is to fill in for absentees or because the work load requires extra employees to man the shift, the affected employee will be so advised. In all other circumstances the problem for which the employee was called will be specifically defined. Once the specifically defined problem has been corrected and the employee is assigned other work, he will be considered again called-in and will be paid a call-in for each specific problem assigned.

ARTICLE XVI

VACATIONS

Section 1.- Employees covered by this contract who have been in the employ of the Employer one (1) year shall be granted two (2) weeks of vacation with pay each contract year. An employee shall earn vacation from anniversary date to anniversary date.

Section 2.- In addition to the foregoing, each employee who shall have been in the employ of the Employer at least seven (7) years shall receive each contract year a third week of vacation with pay; and each employee who shall have been in the employ of the Employer at least fifteen (15) years shall receive each contract

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year a fourth week of vacation with pay; and each employee who shall have been in the employ of the Employer at least twenty-five (25) years shall receive each contract year a fifth week of vacation with pay.

Section 3. (a) Vacation pay shall be the normal weekly straight time pay including shift differential for each week of vacation. Procedures for selection of vacation time will be arranged by and between the Union Shop Committee and the Employer. When two (2) or more employees are requesting the same available vacation period, preference will be given on the basis of seniority.

(b) All bargaining unit members who are eligible for any weeks of vacation may take one (1) of such weeks of vacation on a daily basis provided at least one (1) day's notification has been given to the employee's respective Supervisor unless the absence is due to illness, personal business or an emergency, in which case notification will be given by the employee at the first opportunity after the illness, personal business or emergency arises. All other vacations will be scheduled and taken in weekly increments and once scheduled and approved will not be changed or interrupted.

Section 4. An employee who is laid off or whose employment with the Employer is terminated for any cause shall receive with his final check vacation pay due for the contract year in which he is laid off or terminated on a pro rata basis. In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus pro rata vacation for the year in which the death occurs. Pro rata vacation shall be based upon 1/12 of the annual vacation allowance for each month worked beyond the anniversary date. An employee retiring under the retirement plan will be entitled to all vacation for which his service would qualify him during the calendar year in which he retired.

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ARTICLE XVII
PAID HOLIDAYS

Section 1. Recognized Holidays

The following days are recognized as holidays:

New Year's Day	Veterans Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Primary Election Day	Friday after Thanksgiving Day
Memorial Day (last Monday in May)	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

Section 2. Holidays During Vacation

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period, and the employee shall be granted an additional day with pay before or after the scheduled vacation.

Section 3. Holidays on Sunday

Any holiday which falls on a Sunday shall be celebrated on the following Monday.
Any holiday which falls on a Saturday shall be celebrated on the preceding Friday.

Section 4. Eligibility

Employees shall be paid for the holidays listed in Section 1 of this Article at eight (8) times their straight time hourly rate, plus night shift premium, if any, provided the employee is in a pay status some portion of the week in which the holiday occurs.

Section 5. Payment of Holidays Worked

All hours worked on any of the above named holidays shall be paid for at least two (2) times the regular rate including shift premium, plus the holiday pay.

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ARTICLE XVII
LEAVES OF ABSENCE

Section 1. For good and sufficient reason, a leave of absence for personal reasons not to exceed thirty (30) days shall be granted by the Employer or not to exceed six (6) months on account of illness. Personal leaves taken shall be without pay and sick leave paid in accordance with sick leave accrual. If the sick employee is not able to return at or before the expiration of this period, his case shall be subject to review by the Employer and the Union and if the facts justify, an extension up to six (6) months may be granted by mutual consent, which in exceptional circumstances may be further extended by mutual consent. In the case of sick leave, the Employer has the right to refuse application to return to work until the applicant has been examined and approved by its own doctor. In case of disagreement over physical condition, the matter may be handled under ARTICLE VII, Grievance and Arbitration Procedure.

All Applications for leave of absence shall be in writing and submitted to the Foreman or Personnel Department, and except in emergency shall be made prior to beginning of absence.

Seniority will accumulate during leaves unless otherwise stated in the leave of absence.

An employee who takes other employment while on leave will be considered as having resigned, unless the leave of absence specifically permits the taking of other employment.

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Employees required to be absent from work on a day-to-day basis to conduct official Union business shall be excused (without pay) and no absence will be charged provided prior written request is received from the Union. In emergency circumstances when prior written notice cannot be given, the Union will give prior oral notice followed by written notice as soon as possible.

The Employer will grant, upon prior request of the Union, extended leaves of absence without pay for official Union business to one (1) employee or more than one, if it would not hamper the Employer's operations. Such leaves of absence shall not exceed one (1) year, and will be renewed for additional periods upon written request of the Union. Seniority and Retirement benefits shall accumulate during such leaves of absences.

Section 2. Military Leave - An employee shall be given a leave of absence in accordance with the Selective Service Act of 1948, as amended.

Section 3. Maternity Leave - Any female employee who becomes pregnant shall be considered on a leave of absence for the period during which she is therefore unable to work, which inability shall be certified by a licensed physician.

Section 4. Reservist Duty - An employee who is an active member of a recognized reserve component of the Armed Forces of the United States shall be granted time off for required active training. An employee shall be

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paid the difference, if any, between reservist pay and his rate of pay for a period not to exceed ten (10) normal working days, eighty (80) hours, in any calendar year. An employee shall furnish acceptable evidence of training time and payment therefore.

Section 5. Jury Duty - An employee required to serve on a jury or who is subpoenaed to appear as a witness in a court of law will be paid the difference between his regular straight time pay and that paid as a juror for each of his scheduled days of work on which he is required to serve on the jury or appear as a witness as the case may be.

Employees on the first or second shifts will not be required to report for work on the day they are required to serve as a juror or appear as a witness. Third shift employees will not be required to report for work on any night prior to reporting for jury duty, or appearing as a witness the following day where the work week starts on a Sunday night and on any night following where the work week starts on a Monday morning. It shall be the responsibility of each such employee to present to his Foreman a copy of the court summons or subpoena and a weekly certificate from the Clerk of the Court showing the days served as a juror or a witness and the amount paid for jury service.

Section 6. Death in Family - In case of the death of a member of the immediate family of an employee, the employee shall be granted a maximum of three (3) consecutive work days off with straight time pay to attend the funeral and to attend to administrative details. Members of the

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immediate family shall be the spouse, children, step-children, parents, step-parent, father-in-law, mother-in-law, brothers, sisters, half brothers, half sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents of spouse, grandchildren,, whether of natural relationship or legally adopted or under legal guardianship, of the employee.

ARTICLE XIX

SICK LEAVE

Section 1. - Employees shall accrue paid sick leave at the rate of two and thirty one hundreds (2.31) hours per week for each week of employment during which the employee is in a pay status for any portion of the week. Such sick leave accrual to begin on the first day of employment providing however, that probationary employees shall not be entitled to sick leave usage until satisfactory completion of probation. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation. Employees retiring because of physical disability shall be entitled to exhaust sick leave accumulated prior to effecting disability retirement.

Section 2. - Sick leave may be utilized by employees for medical appointments providing such appointments are made in advance, the Employer is notified of the anticipated absence, and attendance by recognized medical physician is verified.

Section 3. - Employees reporting for work, and who subsequently becomes ill, shall be compensated for the remainder of the shift, provided the employee is either sent home by the Employer, or the employee obtains a medical certificate indicating attendance by a recognized medical physician on the day of the absence.

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Section 4.- Employees injured while in a duty status shall be paid the difference between their normal straight time hourly or weekly wage, and Workmans Compensation benefits. Such payments to continue until the employee is able to return to work, the employee is determined permanently disabled, or the employee loses his seniority rights, whichever occurs first.

Section 5.- Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Company. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

Section 6. - Employees presently credited with an accumulation of sick leave, including such sick leave at "one-half time", shall retain credit for such accumulated sick leave converted to "full time" (i.e. full credit for present "full time" on a one-to-one basis plus credit for "one-half time" on the basis of one hour of "full time" for each two hours of accumulated leave at "one-half time").

ARTICLE XX

INSURANCE

The Employer agrees that Group Insurance benefits enumerated in Lincoln National Life Insurance Company Policy Numbers D 13192 and L 13192 shall be extended to all bargaining unit employees. These benefits except as hereinafter provided, will remain in full force and effect for the life of this Agreement, at a cost of \$1.20 per year per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family.

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(Insurance Cont'd)

Effective January 1, 1977, the Employer agrees that at no additional cost to the employee, benefits will be improved as follows:

1. \$100 deductible per individual covered by major medical be changed to \$50 deductible per family.
2. Surgical fee schedule will be changed to provide usual and customary coverage.
3. 80-20 Co-insurance feature be changed to 90-10 Co-insurance feature.

ARTICLE XXI

PENSIONS

All bargaining unit employees shall be covered by the Public Employees Retirement Fund and will be credited for all prior service with the Employer, whether previously covered by PERF, other plans, or no plan. Employees with broken service will be credited for past service on a cumulative basis provided no withdrawal of contributions has been made. Where withdrawals have been made the administrator of the PERF plan shall determine whether periods of service for which a withdrawal was made will be credited, and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under plans other than PERF, and withdrawals were made from those plans, broken service for which a withdrawal was made will not be credited unless affected employees repay the amount withdrawn.

ARTICLE XXII

SAFETY, HEALTH AND SANITATION

Section 1. - A Joint Safety and Health Committee will be established for the purpose of making constructive recommendations to the Employer. The Committee

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will consist of not more than eight (8) members, two (2) appointed by the Employer and six (6) bargaining unit employees appointed by the Union with not more than two (2) for each respective bargaining unit. A meeting shall be held once each month and the time spent in attendance by these members shall be compensated at the applicable rate of pay, and minutes shall be recorded by the Employer and copies furnished to the members of the Committee. The Employer will respond to constructive safety proposals made by the Committee and will investigate and take action to correct.

Section 2. - Should a walk around safety inspection of the Employer's premises be conducted pursuant to the provisions of the IOSHA, one (1) member of the Safety Committee designated by the Union, shall have the right to accompany the inspection team during regular duty hours without loss of pay.

Section 3. - Uniform allowance for the Humane Officers, Park Service Officers, Airport Security will be \$500.00/year. This payment to be made to each officer at the beginning of the year as a cash payment from which he will be required to purchase the uniforms necessary for the subsequent year.

Normal safety equipment such as hard hats, aprons and other protective clothing will be furnished by the employer. Where needed, safety glasses will be provided, however, some glasses require prescription lens. In these cases these glasses will be provided, but the cost of the prescription will be borne by the employee. Where safety shoes are required, the employer shall reimburse the employee for one half (1/2) the cost of the shoes when the employee provides the receipt of his purchase. No more than two (2) pair a year will be reimbursed.

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Section 4. - The Company shall maintain adequate first aid facilities at all times. In addition thereto, the Company shall insure the immediate availability of ambulance service in the event of an injury or sickness on the job which requires transportation to a hospital.

Section 5.- An employee hurt in an industrial accident will be paid for all scheduled hours lost receiving medical care on the day he was hurt at his straight hourly base rate, plus any overtime premium and applicable shift differential. In cases where the attending doctor or nurse decides the employee should not return to work and finish out the workday, he will be paid in accordance with the above for all scheduled hours he would have worked that day.

Section 6.- The Company shall furnish and maintain clean and adequate washroom facilities for employees. It is recognized and agreed that it is the responsibility of each employee to utilize these facilities in a responsible manner.

Section 7. - No employee in the bargaining unit shall be required to perform any work which is unsafe or subjects the employee to environmental conditions which are subject to be injurious to his health.

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ARTICLE XXIII

DISCRIMINATION

Sec. 1. The Employer will not interfere with, restrain or coerce the employees covered by this Agreement because of membership in or activity on behalf of, the Union. The Employer will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Union, nor will it discourage or attempt to discourage membership in the Union or attempt to encourage membership in another union.

Sec. 2. The Employer and the Union agree that it will not discriminate against any applicant for employment, or any present employee, in the payment of wages, assignment to jobs, seniority, promotion, demotions, training, transfer, layoff, recall, discipline, discharge, pension benefits, working hours, physical facilities, retirement age, insurance coverage, job classification, classified advertising, recruitment, testing, or any other term, condition, or privilege of employment, because of race, color, religion, sex, national origin or occupationally irrelevant physical handicaps.

Sec. 3. The Employer further agrees that any violation of Title VII of the 1964 Civil Rights Act, as well as the Equal Pay Act of 1963, Executive Order 11246 as amended by 11375 and the Age Discrimination in Employment Act of 1967, will be deemed a violation of this Agreement and subject to the grievance and arbitration provisions embodied in this Agreement.

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ARTICLE XXIV

BULLETIN BOARD

Section 1. The Employer agrees to furnish a bulletin board located in each department where employees normally work for the use of the Union for posting of matters relating to Union meetings and other Union matters of a noncontroversial nature. All such notices as posted by the Union shall be signed by an authorized Union representative.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. The Employer, in exercising its right to impose discipline, shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall within reason be consistent with the offense committed. The Company shall initiate disciplinary action against a unit employee within ten (10) work days of the occurrence of the matter out of which the discipline arose or in failing to do so shall forfeit any right to take disciplinary action for such offense.

Section 2. Establishment of new policies or changes of existing policies will be for just and sufficient cause and reasonable in application. Prior to the effective date of any such new or changed policy that is to be applied bargaining unit wide, the Union will be notified.

Section 3. Whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

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Section 4. At such time as metric measurement devices become necessary for employees in the performance of their jobs, the Employer will make such tools available in the Stock Room to be checked out as the needs arise.

Section 5. Employees of this bargaining unit shall be supervised by and responsible to a designated Supervisor in matters pertaining to job assignments, temporary or permanent transfer, work assistance, work performance, attendance and discipline. In the absence of the employee's immediate Supervisor, a Supervisor will be designated to fill in during his absence.

Section 6. Employees covered by this Agreement shall be furnished and paid for full time employment in accordance with the working schedules of the various classifications, provided they report for work in accordance with said schedules. In this connection, employees whose regular scheduled work cannot be performed because of inclement weather will be assigned to perform such work as the Employer can provide without regard to the classification within^{which} such work normally would be scheduled and the Employer will not suffer any grievance or additional liability for such action. For purposes of this section, inclement weather is defined as environmental conditions which subjects the employee to unreasonable discomfort.

Section 7. Employees shall be assigned to report for work at one specific location. Subsequent to reporting the Employer will be responsible for providing transportation from the reporting site to the job site.

Section 8. Employees required to use their private vehicle to travel from one job site to another, and/or to use their private vehicle for travel

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
outside the City of Fort Wayne on business of the Employer shall be reimbursed at the rate of fifteen cents (15¢) for each mile of such travel.

Section 9. - Employees on travel assignments which necessitate overnight lodging shall be reimbursed in the amount of the actual cost of hotel/motel accommodations, meals and incidental expenses. Employees will be required to itemize expenses and are expected to be prudent in the amounts expended while on travel assignments.

Section 10. - Discipline - The Employer in exercising its right to impose discipline shall be consistent in the application of such and the procedure of applying discipline in a progressive manner shall be adhered to. In addition thereto, it is agreed that any penalty imposed shall within reason be consistent with the offense committed.

Section 11. - Employee's Address - An employee shall at all times keep his Supervisor advised in writing of the employee's current phone number and current mailing address. Failure of an employee to comply with the provisions of this Section 11 shall relieve the Employer of any obligation to give any notice to the employee required by this Agreement.

Section 12. - Federal and State Laws - Should any of the terms of this Agreement become void or illegal because of applicable State or Federal Law or because of the action of any State or Federal Agency having cognizance in such matters, then only that portion of the Agreement specifically affected by such law or action shall become void, and all the balance of the Agreement shall remain in full force and effect in accordance with the terms of the



Agreement and for the duration of this Agreement, and in such contingency, the parties shall meet promptly and negotiate substitute provisions for those parts or provisions rendered or declared illegal.

Section 13. - The Agreement shall be printed in booklet form at the Employer's expense and distributed by the Employer to each employee on the payroll as of the signing of the Agreement as well as to each person who is hired or rehired.

In addition, the Employer shall furnish a reasonable number of printed Agreements to the Union.

As a part of their orientation, new employees hired in a position included in the Unit will be advised of the contractual relationship between the Employer and the Union, and will be introduced to the Steward of the Area to which they are initially assigned.

Section 14. - Employees covered by this Agreement shall have the free and unimpeded right to join, participate, and support any legal political party of their individual choice, or to refuse to join, participate, and support any political party. In addition thereto, no employee shall be required to financially support any political party or individual. However, no employee shall be denied the right to make such a contribution on a personal voluntary basis.

ARTICLE XXVI

ADDENDA

This Agreement is supplemented by unit agreements which cover specific areas of the Agreement dealing with matters not covered by this master Agreement. These Addenda are in full force and effect, but do not change the Articles herein, except to the extent defined in each Addendum.

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ARTICLE XXVII

WAGES & PROGRESSION

Section 1. It is the intent of the parties to apply the principle of equal pay for equal work in all classifications. Job content will be the sole criteria in determining the labor grade in which the classification is placed. The skills, ability and qualifications necessary to perform normal work assignments should accurately reflect the job descriptions of employees within respective bargaining units. In making this determination, due consideration shall be given to the skills and qualification necessary to the job in relation to other jobs with similar or identical skill requirements.

Section 2. The classification and rates of pay for employees within the bargaining unit shall be those specified in Section 12 of this article. Except as otherwise provided herein, no change shall be made in any classification within the bargaining unit, nor shall any deviation be made in respect to the negotiated rate of pay for any classification unless mutually agreed to by the parties in writing.

Section 3. New hire's shall be hired at the starting rate of the labor grade within which the classification is herein after listed, and in labor grades 1 thru 9 will progress automatically in accordance with the time limits specified within the labor grade. Employees hired in labor grades 10 thru 15 will be hired at the starting rate of the labor grade within which the classification is listed, and provided their work performance is satisfactory will progress in accordance with the time limits prescribed for the labor grade. It is agreed that only substantive work factors shall be used to determine satisfactory work performance, and progression raises shall only be denied for good and sufficient cause. In

cases where employees are denied progression raises, the employee will be advised in the presence of the cognizant steward of the specific work discrepancies which resulted in the denial, and disputes arising therefrom shall be subject to the grievance procedure.

Section 4. Employees hired in labor grades 16 and 17, may be hired at any point in the progression schedule which the Employer determines his experience and training merit. Normally, employees in labor grades 16 and 17 will progress thru the 32 months progression level in accordance with the time limits prescribed. However, the Employer reserves the right to establish a fair and impartial review procedure to judge the performance of employees in labor grades 16 and 17, and for good and sufficient cause deny any progression raise. However, prior to denying a progression raise, the employee will be afforded a hearing at which time the good and sufficient cause will be explained to the affected employee and his representative, and disputes arising therefrom shall be subject to the grievance procedure. Merit progression raises shall be granted at the sole discretion of the Employer, and granting or denial of merit increases will not be subject to the grievance procedure.

Section 5. Effective January 1, 1976, all unit employees will be granted a 5.65% wage increase based on their wage rates in effect on December 31, 1975. This rate will be identified as the employees adjusted rate. Employees whose adjusted wage rates fall below the starting rate of their respective labor grade will be raised to the starting rate, and progress in accordance with the progression schedule of the labor grade. Employees whose wage rates fall between steps in their respective labor grades will remain at the adjusted rate for period of time indicated by the progression schedule, as if their wage rate was at the lower progression step of

the two progression steps between which their adjusted rate falls, i.e. employees whose adjusted rate falls between the starting rate and the 60 day rate will remain at the adjusted rate for a period of 60 days and then progress to the 60 day rate. Employees whose adjusted rate falls between the 60 day rate and the 8 months rate shall remain at the adjusted rate for a period of 6 months and progress to the 8 months rate, and etc. It is agreed and understood that in addition to time limits, employees will also be required to meet other criteria for progression enumerated in Section 3 and 4 above.

Section 6. Employees whose current rates exceed the maximum rate listed for their respective classification, or their current rates when compared to the maximum rate does not reflect a 5.65% differential, shall be red circled as exceptions to the rate range. These employees shall receive a 5.65% increase, based on their current rate, and in addition thereto, shall receive any future across-the-board increases granted other unit employees. However, employees holding a red circled rate shall lose such rate when bidding into, or transferring to a classification other than the one in which they hold the red circle status.

Section 7. Employees promoted to a higher labor grade shall be slotted in the progression schedule of the higher labor grade at the increment level immediately above their current rate, and will commence progression from the point of placement.

Employees demoted, resulting in placement in a lower labor grade shall be placed in the progression schedule of the lower grade nearest the rate held in the highest labor grade, but in no instance above the maximum rate of the lowest labor grade.

Section 8. Any employee working a schedule where the majority of the hours

worked in a given working day are between 3:00 P.M. and 7:00 A.M. shall be considered working on a night shift and shall be paid twenty five (25) cents an hour bonus for the complete time worked in any continuous twenty-four (24) hour period.

Section 9. Effective January 1, 1977 and January 1, 1978, all bargaining unit employees shall be granted a general wage increase of 4% across the board.

The wage progression schedule will be amended on the effective date of general increases to reflect a 4% increase, plus cost of living increases, if any, in each rate listed in the progression schedule.

Section 10. Cost of Living Increases - Independently of general wage increases granted pursuant to this Agreement, the Employer agrees to contingent cost of living allowances based on the following: On the first day of the month following the effective date of the Agreement the latest cost of living index as published by the Bureau of Labor Statistics, Consumer Price Index dated 1967-69=100 shall be noted and will constitute the base computation figure for determining initial cost of living allowances. On the first day of June, 1976, and each June 1, thereafter during the life of this Agreement, the latest Consumer Price Index shall be compared with the previously stated base computation figure, again using as a reference the 1967-69=100 Consumer Price Index. Each increase of 30/100 of a percentage point in the CPI Index, shall entitle employees covered by this Agreement to a one (1) cent per hour increase. It is agreed and understood that no cost of living increase shall be granted which exceed a total of 15¢ for any computation period. It is further agreed, that the latest C.P.I. available will be used to compute C.O.L., and once utilized will become the base figure for the following year, regardless of the amount received in contingent cost of living,

increases. C.O.L. increases will be added to and become a part of bargaining unit employees base hourly rate, and will be effective the first day of January of the year following computation.

Section 11.

- (A) It is agreed and understood that in listing classifications in labor grades the parties made an honest effort to slot classifications based on existing City of Fort Wayne, Indiana policy. However, due to the broad rate ranges previously in effect, some errors were presumably made which will be corrected when brought to the attention of the parties.
- (B) It is further agreed and understood that bargaining unit classifications not listed herein which cannot readily be identified by the classifications titles listed, shall be added to the list of classifications listed in this article by slotting the classifications into a labor grade based on the average wages paid to employees within the classification.
- (C) Should any dispute arise concerning the classification assigned, or the labor grade assigned, the matter will be subject to negotiations between the parties.
- (D) The parties agreed during negotiations to make the following specific-labor grade and/or classification changes.
 - 1. Gardner from labor grade 6 to 7 (Park Dept.).
 - 2. Landscape Gardner from labor grade 6 to 7 (Park Dept.).
 - 3. Reclassify Landscape Foreman to Landscape Working Leader and change labor grade from 7 to 8 (Park Dept.).

4. Reclassify Small Motors Helper, Daniel Parisot, to Small Motors Mechanic, labor grade 8 (Park Dept.).
5. Reclassify Robert Scoles and William Liddy from Park Helper to Ball Diamond Route Man (Park Dept.).
6. Reclassify Jr. Equipment Operator classification previously in labor grade 4 to Equipment Operator labor grade 6 (Airport).
7. Reclassify James Mowan from previous classification of Jr. Equipment Operator-labor grade 4 to Water Filtration and Softner Plant Operator-labor grade 7 (Airport).
8. Eliminate classification Second Class Mechanic, and reclassify employees previously in Second Class Mechanic classification to Mechanic classification labor grade 8.

Section 12. The below listed wage rates reflect a 5.65% increase in wages.

WAGES AND PROGRESSION

LABOR GRADE 1

Starting Rate	\$2.65
After 60 days	2.82
After 8 months	2.99
After 14 months	3.16
After 20 months	3.33

LABOR GRADE 4

Starting Rate	\$3.30
After 60 days	3.55
After 8 months	3.80
After 14 months	4.05
After 20 months	4.30

LABOR GRADE 7

Starting Rate	\$4.04
After 60 days	4.24
After 8 months	4.44
After 14 months	4.64
After 20 months	4.84
After 26 months	5.03

LABOR GRADE 2

Starting Rate	\$2.89
After 60 days	3.10
After 8 months	3.31
After 14 months	3.52
After 20 months	3.74

LABOR GRADE 5

Starting Rate	\$3.56
After 60 days	3.81
After 8 months	4.06
After 14 months	4.31
After 20 months	4.56

LABOR GRADE 8

Starting Rate	\$4.36
After 60 days	4.53
After 8 months	4.70
After 14 months	4.87
After 20 months	5.04
After 26 months	5.20

LABOR GRADE 3

Starting Rate	\$3.08
After 60 days	3.35
After 8 months	3.62
After 14 months	3.89
After 20 months	4.14

LABOR GRADE 6

Starting Rate	\$3.77
After 60 days	3.98
After 8 months	4.19
After 14 months	4.40
After 20 months	4.61
After 26 months	4.83

LABOR GRADE 9

Starting Rate	\$4.61
After 60 days	4.86
After 8 months	5.11
After 14 months	5.36
After 20 months	5.61
After 26 months	5.87

LABOR GRADE 10

Starting Rate	\$4.97
After 60 days	5.24
After 8 months	5.51
After 14 months	5.78
After 20 months	6.05
After 26 months	6.32
After 32 months	6.57

LABOR GRADE 11

Starting Rate	\$5.31
After 60 days	5.56
After 8 months	5.81
After 14 months	6.06
After 20 months	6.31
After 26 months	6.56
After 32 months	6.80

LABOR GRADE 12

Starting Rate	\$5.62
After 60 days	5.86
After 8 months	6.10
After 14 months	6.34
After 20 months	6.58
After 26 months	6.82
After 32 months	7.08

LABOR GRADE 13

Starting Rate	\$5.97
After 60 days	6.23
After 8 months	6.49
After 14 months	6.75
After 20 months	7.01
After 26 months	7.27
After 32 months	7.51

LABOR GRADE 14

Starting Rate	\$6.29
After 60 days	6.56
After 8 months	6.83
After 14 months	7.10
After 20 months	7.37
After 26 months	7.64
After 32 months	7.91

LABOR GRADE 15

Starting Date	\$6.63
After 60 days	6.91
After 6 months	7.19
After 14 months	7.47
After 20 months	7.75
After 26 months	8.03
After 32 months	8.31

LABOR GRADE 16

Starting Date	\$6.98
After 60 days	7.32
After 8 months	7.66
After 14 months	8.00
After 20 months	8.34
After 26 months	8.68
After 32 months	9.02
	* 9.35
	* 9.76
	*10.18

* Merit increases granted at
sole discretion of Employer.

LABOR GRADE 17

Starting Rate	\$7.34
After 60 days	7.78
After 8 months	8.22
After 14 months	8.66
After 20 months	9.10
After 26 months	9.54
After 32 months	9.98
	*10.40
	*10.63
	*10.86

* Merit increases granted at
sole discretion of Employer.

CLASSIFICATIONS

LABOR GRADE 1

Clerk B

LABOR GRADE 2

Clerk Typist B

Clerk A

Laborer

Attendant

LABOR GRADE 3

Clerk Dispatcher

Clerk Typist A

Custodian

Wash & Gas Man

Kennel Worker

Librarian

Rodman/Chainman

Janitor

LABOR GRADE 4

Administrative Aide

Recreation Leader B

Clerk Stenographer

Parking Control Officer III

Security Guard

LABOR GRADE 5

P.A.C. Coordinator

Administrative Aide

Recreation Leader A

Asst. Citizens Assistance

Technical Aide

Secretary B

Mechanic Helper

Painter 3rd Class

Park Helper

Green House Helper

Garden Helper

Landscape Gardner Helper

Park Cleaning Route Helper

Garbage Crew Helper

Forestry Crew Helper

Boulevard Crew Helper

LABOR GRADE 6

Public Information Specialist

Counselor

Assistant Coordinator

Payroll Clerk

Accounting Clerk

Assistant Inspector

Secretary A

Ice Rink Maintenance Man

McCullough Center Custodian

Ball Diamond Route Man

Tennis Court Route Man

Zoo Maintenance Man

Park Cleaning Route Man

Vacation Relief Man (Park)

Boulevard Route Man

Park Mowing Route Helper

Foster Park Man

Garbage Truck Operator

Tractor Operator

Water Treatment Operator

Green House Man

Equipment Operator

Truck Driver

Painter 2nd Class

Golf Course Man

Bookkeeper & Office Manager

Supervisor, Health Educator Aide

Technician, Emergency Medical

Rodent Control Technician

Health Educator Aide

Citizen Participation

Rehabilitation Finance

Budget Analyst

Construction Inspector B

Survey Instrument Man

TV Truck Assistant

Field Crew Assistant

LABOR GRADE 7

Office Manager (Civilian)
Chief Custodian
Maintenance Helper
McMillian Park Man
Small Motor Mechanic Helper
Construction & General Maintenance
Helper
Masonry and Carpenter Helper
Plumber Helper
Painter Helper
Electrician Helper
Zoo Operations Helper
Special Equipment Operator
Recreation Stockman
Gardner
Landscape Gardner

LABOR GRADE 8

Special Services
Ice Rink Manager
Terminal Area Supervisor
Office Manager (Controller)
County Coordinator
Playground & General Maintenance
Man
Small Motor Mechanic
Fleet Mechanic
Welder
Painter
Carpenter
Carpenter & General Maintenance
Man
Construction & General
Maintenance Man
Mason and Carpenter
Stockroom Keeper
Park Mowing Route Man
Hi Ranger Operator
Heavy Equipment Operator
F. Park Man
C.U. Park Man
Greenskeeper
Parking Control Officer II
Park Service Officer
Humane Officer
Firefighter - Fire Crash Rescue
and Security
Landscape Working Leader

Signal Apprentice B
Painter 1st Class
Water Filtration & Softner
Plant Operator
Executive Secretary
Playground & General
Minute Record Clerk
Assistant Citizen Participation
Specialist
Bookkeeping Machine Operator
Survey Technician B
IPA Coordinator
Budget Analyst
TV Truck Serviceman

Signal Apprentice A
First Class Mechanic
Electrician
Plumber
Mechanic
Draftsman
Draftsman B
Inspector B
Shift Leader
Outreach Worker
CETA Funds Administrator
Accountant
Assistant Miscellaneous Coordinator
Claims Investigator
Draftsman B
TV Truck Assistant
Public Lighting Technician
Field Crew Leader

LABOR GRADE 9

Finance (Grant) Officer
Planning Coordinator
Veterans' Services Officer
Data Processing Technician
Survey Technician A
Special Humane Officer
Parking Control Officer I
Director F G R A
Jr. Road & Grounds Foreman
Supervisor C
Golf Pro & Greenskeeper
Golf Pro

Working Leader (Park Dept.)
Compensation/Benefit Specialist

LABOR GRADE 10

Executive Coordinator
Supervisor B
Lieutenant - Fire Crash Rescue
and Security
Water Filtration & Softner
Plant Supervisor
Field Supervisor
Signal Electrician
Horticulturist
Affirmative Action Officer
Immunologist
Assistant Labman
Accountant
Assistant Project Technician
Assistant Planner
Buyer
Human Relations Representative

Program Assistant
Assistant Project Technician
Assistant Zoning Enforcement Officer
Engineering Technician
Laboratory Technician
Inspector
Draftsman A
Inspector A
Cross-Connection Inspector
Survey Party Chief
Construction Inspector A
Mapping Draftsman
Public Lighting Technician

LABOR GRADE 11

Chief Counselor
Mis. Coordinator
Supervisor A
Supervisor - New Water/WPC Permits
Investigator
Project Technician
Project Trainee
Administrative Assistant - Comm. Dev.
Survey Party Chief
Data Programmer
Permit Engineer
Employee Specialist
Senior Public Information Officer

LABOR GRADE 12

Project Supervisor
Supervisor-Contact Counselor
Assistant Director - EMS
Manager Humane Shelter
Chief, Fire Crash Rescue
and Security
Signal Foreman
Signs and Marking Supervisor
Apprenticeship Specialist

Senior Buyer
Cost Accountant
Zoning Enforcement Administrator
Assistant Planner
Project Site Coordinator
Citizen Participation Specialist
Safety Specialist
Junior Engineer

LABOR GRADE 13

Director Long Range Planning
County and Area Coordinator
Zoo Director
Parking Administrator
Director Citizens' Assistance
Director Women's Bureau
Investigative Assistance Supervisor

Signal Supervisor
Chief Surveying
Chief Drafting
Administrative Assistant-
Redevelopment/Controller
Engineer
Chief/Inspection

LABOR GRADE 14

Assistant Purchasing Director
Deputy Director Metro H.R.
Director EMS
Coordinator Civ. Def.
CETA Staff
Project Engineer
Associate Planner, Comm.
Dev./Plan.

EEO Planner
Administrative Assistant B.
of Aviation
Urban Renewal Planner
Chemist
Urban Planner
Administrator, Federal Funds

LABOR GRADE 15

Administrative Assistant
B. of P. Works
Land Use Administrator
Assistant Street Commissioner
Business Manager Park
Assistant Director, Parks
Assistant Director, Recreation
Garage Manager
Assistant Street Engineer
Assistant Traffic Engineer

ARTICLE XXVIII

DURATION AND CHANGE

Section 1. This Agreement shall become effective 12:01 A.M. Nov. 9, 1975, and shall remain in full force and effect until midnight, November 8, 1978, and from year to year thereafter unless either party shall, no more than ninety (90) and at least sixty (60) days prior to any anniversary date, hereof, notify the other party of a desire to amend or terminate this Agreement. In the event such notice is given, the parties shall meet no later than fifteen (15) days after receipt of such notice for the purpose of negotiating a new Agreement.

Section 2. No agreement, waiver, alteration, understanding, variation or modification of any terms or conditions contained herein shall be made by any employee or group of employees, with the Employer, and in no case shall it be binding upon the parties hereto, unless such Agreement is made and executed in writing between the parties hereto, and the same has been ratified by the Union.

Section 3. The waiver of, or any breach of conditions, of this Agreement, by either party, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

In witness whereof, the parties have caused this Agreement to be executed by their respective officers and representatives thereunto duly authorized this 7th day of November, 1975.

Raymond E. Nelson
Chief Negotiator
City of Fort Wayne, Indiana

Approved:

James H. Robinson
Mayor
City of Fort Wayne, Indiana

Stan J. Burtis
President LL 2569

Donald L. McLeod
President LL 2570

George W. Thompson
President LL 2571

Frederick L. Roberts
Business Representative Dist. 113

James W. Smith
Grand Lodge Representative

W. D. Schaefer
Grand Lodge Representative

Robert W. Brown
Grand Lodge Representative

APPENDIX "A"
DUES CHECK-OFF AUTHORIZATION

NAME OF EMPLOYEE _____
please print

DEPARTMENT NUMBER _____

SOCIAL SECURITY NUMBER _____

I hereby authorize and direct the city of Fort Wayne, Indiana to deduct from my earned pay beginning with the current month, Initiation Fees, Agency Fees, or Monthly Union Dues, as certified to management by the Secretary-Treasurer of the Union on the account of membership dues and/or agency fees in Lodge Number _____ of the International Association of Machinists and Aerospace Workers.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for the period as specified by State Law No. 1298.

Date _____ Signature _____

ADDENDUM A

UNIT I

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Local Lodges 2569 and 2571 shall consist of five (5) days, Monday through Friday inclusive, on each of which the employee will be scheduled to work an eight (8) hour shift.

Section 2. Basic work weeks of other than Monday through Friday may be established for employees employed in E.M.S., Airport Security, Park Security, Airport Water Treatment, Airport Janitors, Airport Fire/Crash Crews, Sewer Engineering, Housing Authority, Fire Garage, Police Records, Humane Shelter, Park Department, Greenhouse and Traffic Operations. In this connection, it is agreed the Employer will assign employees, in the above Departments, to a work week of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) day a week basis, and such assignments shall not be utilized to meet sporadic or temporary workload commitments.

Section 3. The number of employees assigned to a work week of other than Monday through Friday shall be the minimum number necessary to perform the above described work which must be performed on Saturday and/or Sunday.

Section 4. It is further agreed that in selecting employees to work on other than Monday through Friday the Employer will either develop rotating schedules which treats all affected individuals as equally as possible, or assign Saturday

and/or Sunday work on the basis of seniority, that is, the employee with the greatest seniority shall be afforded preference. In every instance, the method of scheduling and manning requirements will be subject to negotiations in the event of a dispute.

Section 5. It is further agreed that employees scheduled to work other than a Monday through Friday work schedule shall receive two (2) consecutive days off during each work week, and shall be subject to the overtime and/or compensatory time off provisions of the Agreements covering bargaining units represented by Lodge 2569 and Lodge 2571.

Section 6. Employees scheduled to work rotating, or recurring shifts, shall be scheduled to work eight consecutive hours, except as otherwise provided for, and will be granted a reasonable paid lunch period between the 3rd and 5th hour of the shift.

UNIT I

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances employees shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Where reasonably possible, the employee will advise the employer in advance of such absences. Where such advance is not reasonably possible, the employee will advise the employer of the nature of the business necessitating the absence as soon as possible but not later than the first day the employee returns to work. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro rata basis including applicable shift differential where applicable.

UNIT I

OVERTIME AND COMPENSATORY TIME OFF

Except as otherwise provided herein:

Section 1. Employees classified in labor Grade 10 and above shall not receive overtime pay but in lieu thereof shall receive compensatory time for all hours worked in excess of 8 hours per day and forty (40) hours per week in accordance with the following formula.

- A. Work performed either immediately preceding the regular scheduled work day, or immediately following the end of the regular scheduled work day, shall be compensated by crediting compensatory time on an hour for hour basis for all hours scheduled and worked.
- B. Work performed during the work week which is not connected with either the beginning or end of the regular scheduled work day, and work performed on Saturday and/or Sunday shall be compensated by crediting compensatory time on the basis of one and one half (1½) hours for all hours scheduled and worked, or in the case of call in or reporting pay in accordance with the provisions of the contract.

Section 2. There shall be no maximum accumulation of compensatory time, however, employees will be permitted to schedule compensatory time off during the quarter in which the compensatory time is earned if the employee so desires. However, compensatory time off must be granted and taken prior to termination as no cash payment will be made in lieu of taking compensatory time off.

Section 3. Employees working on a holiday will be compensated on an overtime basis in accordance with the holiday pay provisions of the contract, except that no employee shall be paid overtime payments which result in the employee receiving pay which exceeds the maximum yearly salary rate for the classification established by ordinance. Where such situations arise the affected employee will be granted compensatory time off in an amount equal to the pay hours the employee would have received had said overtime payments been permitted by ordinance.

Section 4. Employees in labor Grades one (1) through nine (9) shall be scheduled to work overtime and be paid in accordance with the following overtime provisions.

- A. Overtime paid at one and one half ($1\frac{1}{2}$) the regular straight-time hourly rate shall be paid for each, or any of the following instances. In each instance it shall not be dependent on any other instance, it being understood there shall be no pyramiding.
 - 1. All work in excess of eight (8) hours in any one (1) day.
 - 2. All work performed on Saturday as such.

- B. Overtime paid at double time shall be paid in any or each of the following instances. In each instance it shall not be dependent on the other instance, it being understood there shall be no pyramiding.
 - 1. All work performed on Sunday as such.

Section 5. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and

understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded.

Section 6. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes. Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 7. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 8. The Employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 9. Exceptions to the overtime distribution rules may be made by the Employer as follows:

- A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.

- B. The Employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances additional employees will be trained.

Section 10. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift (7 a.m. on Thursday).

Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

ADDENDUM B

UNIT II

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowance employees shall receive five (5) days personal time each calendar year commencing with the completion of one (1) year's service. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Where reasonably possible, the employee will advise the employer in advance of such absences. Where such advance is not reasonably possible, the employee will advise the employer of the nature of the business necessitating the absence as soon as possible but not later than the first day the employee returns to work. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro rata basis including applicable shift differential where applicable.

ADDENDUM C

UNIT III

OVERTIME

Section 1. Purpose of Article. This Article is intended to provide the basis of computing overtime pay and shall not be considered as a guarantee of overtime hours worked per day or per week.

Section 2. Premium Pay. Employees shall be paid overtime on their regular straight time hourly rate including shift premium for hours worked as follows:

- A. Overtime paid at one and one half ($1\frac{1}{2}$) the regular straight-time hourly rate shall be paid for each, or any of the following instances. In each instance it shall not be dependent on any other instance, it being understood there shall be no pyramiding.
 - 1. All work in excess of eight (8) hours in any (1) day.
 - 2. All work performed on Saturday as such.
- B. Overtime paid at double time shall be paid in any or each of the following instances. In each instance it shall not be dependent on the other instance, it being understood there shall be no pyramiding.
 - 1. All work performed on Sunday as such.

Section 3. The Employer agrees to maintain records of all overtime work by shift and classification, and to the maximum extent possible distribute overtime equally among employees within a classification. It being agreed and understood that shift assignments may dictate temporary imbalances within a classification, but will not alleviate the responsibility of the parties to make continuing

effort to equalize the opportunity for all employees within a classification to work overtime regardless of shift. In this connection, all overtime assignments shall be offered first to the employee, on the shift affected, with the least amount of overtime recorded.

Section 4. Employees who are properly notified and decline to work overtime offered, shall be charged the number of overtime hours declined for distribution purposes. Employees on sick leave, or vacation, for periods in excess of three (3) weeks shall be charged the average number of hours worked by all employees within the classification within a shift during the entire absence. It is agreed and understood that an employee shall have the right to decline any overtime assignment which creates an inconvenience for the employee.

Section 5. Employees transferred (permanently) from one classification to another, shall initially be charged with the average number of overtime hours recorded by all employees within the classification within the shift. Employees temporarily transferred to a different classification and/or probationary employees shall only be offered overtime after all employees within the classification within a shift have been afforded the opportunity to work, and only then if qualified to perform the available work.

Section 6. The Employer shall maintain records of all overtime worked, or declined, and shall make such records available to the Union upon request.

Section 7. Exceptions to the overtime distribution rules may be made by the Company as follows:

- A. Assignment of employees to continue a job which commences during a normal shift, where continuity on the job is essential.

- B. The Employees within a classification are the only employees qualified to perform the work. However, where this exception creates continuing imbalances additional employees will be trained.

Section 8. Employees will be notified of scheduled Saturday or Sunday overtime prior to the end of the Thursday shift (third shift will be notified prior to the end of their shift (7 a.m. on Thursday)).

Notification of daily overtime will be made prior to the end of the shift on the day preceding the day on which the overtime is to be worked.

UNIT III

PERSONAL TIME

Section 1. Separate and independent of vacation and sick leave allowances employees shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service. Such time may be utilized by employees for urgent or unforeseen matters requiring their immediate attention. Where reasonably possible, the employee will advise the employer in advance of such absences. Where such advance is not reasonably possible, the employee will advise the employer of the nature of the business necessitating the absence as soon as possible but not later than the first day the employee returns to work. Pay for absences claimed as personal time shall be at the employee's straight time hourly rate, or in the case of salaried employees on a pro rata basis including applicable shift differential where applicable.

UNIT III

HOURS OF WORK

Section 1. Except as hereinafter provided, the basic work week of bargaining unit employees represented by Local Lodges 2569 and 2571 shall consist of five (5) days, Monday through Friday inclusive, on each of which the employee will be scheduled to work an eight (8) hour shift.

Section 2. Basic work weeks of other than Monday through Friday may be established for employees employed in E.M.S., Airport Security, Park Security, Airport Water Treatment, Airport Janitors, Airport Fire/Crash Crews, Sewer Engineering, Housing Authority, Fire Garage, Police Records, Humane Shelter, Park Department, Greenhouse and Traffic Operations. In this connection, it is agreed the Employer will assign employees, in the above Departments, to a work week of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) day a week basis, and such assignments shall not be utilized to meet sporadic or temporary workload commitments.

Section 3. The number of employees assigned to a work week of other than Monday through Friday shall be the minimum number necessary to perform the above described work which must be performed on Saturday and/or Sunday.

Section 4. It is further agreed that in selecting employees to work on other than Monday through Friday the Employer will either develop rotating schedules which treats all affected individuals as equally as possible, or assign Saturday

and/or Sunday work on the basis of seniority, that is, the employee with the greatest seniority shall be afforded preference. In every instance, the method of scheduling and manning requirements will be subject to negotiations in the event of a dispute.

Section 5. It is further agreed that employees scheduled to work other than a Monday through Friday work schedule shall receive two (2) consecutive days off during each work week, and shall be subject to the overtime and/or compensatory time off provisions of the Agreements covering bargaining units represented by Lodge 2569 and Lodge 2571.

Section 6. Employees scheduled to work rotating, or recurring shifts, shall be scheduled to work eight consecutive hours, except as otherwise provided for, and will be granted a reasonable paid lunch period between the 3rd and 5th hour of the shift.

DIGEST SHEET

TITLE OF ORDINANCE

SpecialL-75-12-01

DEPARTMENT REQUESTING ORDINANCE

SYNOPSIS OF ORDINANCE

Ratify and certain contractsAmendment in 1st P. of Section 1:"except the Wage Schedules therein provided"

EFFECT OF PASSAGE

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS)

ASSIGNED TO COMMITTEE (PRESIDENT)

Finance